

## COUNCIL COMMUNICATION

Department: Public Works

Ordinance No. \_\_\_\_\_

First Reading October 26, 2009

Case/Project No.: FY11-10

Resolution No. 09-309

Second Reading \_\_\_\_\_

Applicant Greg Reeder, Public Works Director

Third Reading \_\_\_\_\_

### SUBJECT/TITLE

Council consideration of a resolution authorizing the mayor to execute an agreement with The Schemmer Associates for engineering services in connection with the Lower Bennett Rehab Phase II.

### BACKGROUND/DISCUSSION

- Weaver's 3<sup>rd</sup> Addition and Seldin's 4<sup>th</sup> & 5<sup>th</sup> Additions are the residential areas east of Bennett Avenue from Franklin Ave to McPherson. The streets in the area are 40-50 years old and in poor condition. There is inadequate storm sewer in the area.
- Phase I was completed in 2009 on Arnold Ave from Adrian Ave to Mielke Way
- The neighborhood infrastructure will be replaced over several years. Phase II will involve Mielke Way, Arnold Avenue and Adrian Avenue. Improvements include new concrete pavement, storm sewer, and sanitary sewer.
- The project is FY11-10 in the CIP and has a budget of \$1,000,000 in G. O. Bonds
- The project is scheduled for construction in the summer of 2010.

### RECOMMENDATION

Approval of this resolution.

FY11-10  
LOWER BENNETT REHAB PH II



# SCHEMMER

ARCHITECTS | ENGINEERS | PLANNERS

October 12, 2009

Mr. Greg Reeder  
Public Works Department  
209 Pearl Street  
Council Bluffs, Iowa 51503

RE: Engineering Services Agreement  
Lower Bennett Phase II  
City Project No. FY11-10

Dear Mr. Reeder:

The Schemmer Associates Inc. (Schemmer) proposes to render professional services to the City of Council Bluffs, Iowa, (City) in connection with the scoping, design, and construction phase services for the rehabilitation of streets, sanitary sewer and storm sewer for Phase II of Lower Bennett Rehabilitation. The project area is anticipated to include portions of Arnold Street, Adrian Avenue, and Mielke Way. (hereinafter referred to as Project).

## **I. CONDITIONS OF SERVICE**

Services rendered by Schemmer as enumerated under Section II shall be provided under the following conditions:

### **A. General Conditions of The Schemmer Associates (See attached).**

### **B. Fees**

1. Payroll cost used as the basis for payment mean salaries and wages paid to all personnel engaged directly on the Project, including, but not limited to engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensations, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.
2. Hourly, not-to-exceed negotiated maximum fees, as listed in the scope of services below, shall be determined by multiplying the hours charged to the Project for each work classification by the hourly rate for each classification as listed in the current Schedule of Hourly Rates.
3. Lump sum fees, as listed in the scope of services below, shall be a negotiated lump sum amount for such services.

Engineering Services Agreement  
Lower Bennett Rehabilitation Phase II  
City Project No. FY11-10  
October 12, 2009  
Page 2

4. For services during construction, fee shall be determined on an hourly basis in accordance with item I, B - 2 above with a negotiated maximum amount based upon a percent of the averaged bid amounts of the two low bidders.
5. The fee for subconsultants or testing laboratories (as approved by the City) shall be the actual amount billed to Schemmer.
6. For additional services rendered by Schemmer as authorized in writing by the City, the fees shall be computed on an hourly rate basis by multiplying the hours worked by the hourly rates per the current Schedule of Hourly Rates.

**C. Indemnification**

Each party hereby agrees to indemnify, defend and save harmless the other, its officers, agents, and employees from and against any and all claims arising out of the negligent acts, errors, or omissions of Schemmer, its officers, agents, and employees in the execution of the services specified in this contract.

**D. Insurance**

Schemmer hereby agrees to obtain and to keep in force during the term of this contract the below-described insurance coverage relating to the services specified under this contract. Schemmer will furnish the City with evidence of such coverage prior to commencing any services under this contract.

Insurance coverage, which Schemmer shall obtain and keep in force, is as follows:

1. Worker's Compensation insurance as required under the laws applicable to the services, and Employer's Liability insurance at a level of \$500,000, which shall cover all of Schemmer's employees engaged in the services specified.
2. Automobile Liability insurance covering all automotive equipment used in connection with the services under this contract, with not less than \$1,000,000 bodily injury per occurrence, and property damage insurance with \$500,000 per occurrence and \$1,000,000 aggregate.
3. Comprehensive General Liability insurance (including contractual, products and completed operations liability insurance) covering services performed under this contract, with not less than \$1,000,000 per occurrence for bodily injury, and property damage insurance with limits of \$500,000 per occurrence and \$1,000,000 aggregate.
4. Excess Liability insurance of \$1,000,000.

Engineering Services Agreement  
Lower Bennett Rehabilitation Phase II  
City Project No. FY11-10  
October 12, 2009  
Page 3

## II. SCOPE OF SERVICES

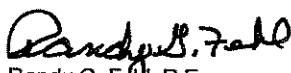
Services to be provided by Schemmer and the Fee Basis are as follows:

<u>Scope of Services</u>	<u>Fee Basis</u>
I. Definition of Problem	Hourly, Not-to- Exceed Negotiated
Scope of Project	Maximum
II. Survey	Lump Sum
III. Design	Lump Sum
A. Preliminary	
B. Final	
IV. Bid Phase	Lump Sum
V. Construction	Hourly Not-to-Exceed Negotiated
A. Observation	% of construction (average of
B. Management	two low bidders)
C. Staking	
VI. Project Management	Hourly Not-to-Exceed Negotiated Maximum
VII. Outside Consultants/Testing	Billed as per invoice
VIII. ROW, Easements, Outside	Hourly
Permits, Assessments	

If the foregoing proposal and attachments are agreeable, please indicate your acceptance by signing and returning one copy of this proposal.

Sincerely,

THE SCHEMMER ASSOCIATES INC.  
ARCHITECTS | ENGINEERS | PLANNERS



Randy G. Fehl, P.E.  
Engineering Manager

**ACCEPTED:**  
CITY OF COUNCIL BLUFFS, IOWA

BY \_\_\_\_\_  
Thomas P. Hanafan, Mayor

DATE \_\_\_\_\_

**ATTEST:**

BY \_\_\_\_\_

Attachment (General Conditions)

## GENERAL CONDITIONS

1. **REUSE OF DOCUMENTS.** All documents including drawings, specifications and CADD data on electronic media furnished by The Schemmer Associates Inc. pursuant to this Agreement are instruments of its services in respect to this project. They are not intended or represented to be suitable for reuse on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by The Schemmer Associates Inc. shall be at the user's sole risk and without liability or legal exposure to The Schemmer Associates Inc., and the other party to this Agreement shall indemnify and hold harmless The Schemmer Associates Inc. from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle The Schemmer Associates Inc. to further compensation.
2. **ESTIMATES.** Since The Schemmer Associates Inc. has no control over the cost of labor, materials or equipment or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, estimates of project cost are made on the basis of experience and qualifications and represent the best judgment of design professionals familiar with the industry, but The Schemmer Associates Inc. cannot and does not guarantee that proposals, bids or project costs will not vary from estimates of cost prepared by The Schemmer Associates Inc.
3. **SUSPENSION OR ABANDONMENT.** If the project is suspended for more than three months or abandoned in whole or in part, The Schemmer Associates Inc. shall be paid compensation for services performed prior to receipt of written notice of such suspension or abandonment, together with reimbursable expenses then due.
4. **TERMINATION.** This Agreement may be terminated by either party upon seven days' written notice should either party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than The Schemmer Associates Inc., The Schemmer Associates Inc. shall be paid compensation for services performed to termination date, including reimbursable expenses then due.
5. **SUCCESSORS AND ASSIGNS.** Each party to this Agreement binds him/herself, his/her partners, successors, assigns and legal representatives to the other party, his/her partners, successors, assigns and legal representatives with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his/her interest in this Agreement without the written consent of the other.
6. **PAYMENTS.** Payments due The Schemmer Associates Inc. under this Agreement shall be payable within thirty (30) days of the date of billing. If full payment is not received within sixty (60) days of the date of billing, the payment shall bear interest at the highest rate permitted by law but not exceeding eighteen percent (18%).
7. **DELINQUENT PAYMENTS.** (a) Delinquent Progress Payments: It is understood and agreed that should any progress payment hereunder remain due and unpaid for a period of 60 days after invoice, that all services on the part of The Schemmer Associates Inc. will cease and will not resume until all amounts owing for services rendered have been paid in full. Cessation shall not constitute a breach of The Schemmer Associates Inc.'s duties under this agreement, or an election of remedies, and The Schemmer Associates Inc. shall be fully indemnified for any liability or damages thereby caused. (b) Legal Action: No account will be held by The Schemmer Associates Inc. more than 90 days after their invoice. At the end of 90 days all such accounts will be referred for appropriate legal action. (c) Mechanics Liens: Unless specific arrangements for delayed payments have been made, by written agreement, all mechanics lien rights available to The Schemmer Associates Inc. will be exercised within the time period allowed by law.
8. **TAX.** The amount of any excise, gross receipts or sales tax that may be imposed shall be invoiced as a reimbursable expense.
9. **HAZARDOUS MATERIALS.** Unless otherwise provided in this Agreement, The Schemmer Associates and The Schemmer Associates' consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Schemmer Associates Inc. shall be indemnified and held harmless against all claims related to hazardous materials.

**10. NOTICE OF LIMITATION OF AGENTS' AUTHORITY.**

It is understood and acknowledged that no agent, officer, or principal of The Schemmer Associates Inc. is authorized to vary the terms of this agreement in any particular, except by writing, expressly limiting the application of the terms of this Agreement.

**11. INVALIDATION OF PROFESSIONAL LIABILITY INSURANCE.**

The Schemmer Associates shall not knowingly take any action called for by this agreement or arising from the course of this project which shall cause loss of the The Schemmer Associates' professional liability insurance coverage for this project or any aspect of it.

**12. LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the Client agrees to limit The Schemmer Associates Inc.'s liability for the Client's damages to the sum of \$50,000 or The Schemmer Associates Inc.'s fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

**13. COMPUTER AIDED DESIGN/DRAFTING (CADD).**

CADD may be utilized to prepare drawings, specifications, calculations, and other instruments of service prepared by The Schemmer Associates Inc. Submitted data files are intended to work only as described in the agreement and are compatible only with the original hardware and software used to create the files.

13.1. Because data stored on electronic media can deteriorate undetected or be modified without the knowledge of The Schemmer Associates Inc., the Owner agrees to accept responsibility for the completeness, correctness, and readability of the electronic media after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, the Owner will indemnify and save harmless The Schemmer Associates Inc. for any and all claims, losses, costs, damages, awards, or judgments arising from use of the electronic media files or output generated from them. The Schemmer Associates Inc. agrees that it is responsible for the accuracy of the sealed hard copy drawings that have been or will be submitted, and that such accuracy is defined as the care and skill ordinarily used by members of the profession practicing under similar conditions at the same time and in the same locality. The Schemmer Associates Inc. makes no warranties, express or implied, under this agreement or otherwise, in connection with the services provided.

13.2. The electronic files are submitted to the client for a 30-day acceptance period. During this period, the client may review and examine these files. Any errors detected during this time will be corrected by The Schemmer Associates Inc. as part of the basic agreement. Any changes requested after the acceptance period will be considered additional services to be performed on a time and materials basis, at the standard cost plus terms and conditions. The Schemmer Associates Inc. is not required to maintain copies of the electronic files beyond the acceptance period after delivery of the files.

13.3. The Owner shall be permitted to retain copies of the drawings and specifications prepared in CADD format for the Owner's information. Due to the potential that the information set forth on the electronic media can be modified by the Owner, unintentionally or otherwise, The Schemmer Associates reserves the right to remove all indicia of its ownership and/or involvement from each electronic file.

13.4. Any use or reuse of altered files by the Owner or others without written authorization or CADD adaptation by The Schemmer Associates Inc. for the specific purpose intended will be at the Owner's risk and full legal responsibility. Furthermore, the Owner will, to the fullest extent permitted by law, indemnify and hold The Schemmer Associates Inc. harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting from such use. Any such authorization or CADD adaptation by the Owner will entitle The Schemmer Associates Inc. to additional compensation at the rates established as part of this agreement.

**14. GEOTECHNICAL MATERIALS TESTING SERVICE.** In the case that geotechnical and/or materials testing services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Geotechnical and Materials Testing shall be considered a part of this document.

**RESOLUTION**  
**NO 09-309**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO EXECUTE AN AGREEMENT WITH  
SCHEMMER ASSOCIATES FOR ENGINEERING SERVICES  
IN CONNECTION WITH THE  
FY 11-10 LOWER BENNETT REHAB PHASE II**

- WHEREAS,           the city wishes to make improvements known as the  
Lower Bennett Rehab Phase II, within the city, as therein  
described; and
- WHEREAS,           The Schemmer Associates has submitted an agreement  
to provide engineering services for the work necessary  
for said improvements; and
- WHEREAS,           the city council deems approval of said agreement to be  
in the best interest of the City of Council Bluffs.

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA

That the Mayor and City Clerk are hereby authorized and directed to execute an  
agreement with The Schemmer Associates for engineering services relative to the  
Lower Bennett Rehab Phase II project.

ADOPTED  
AND  
APPROVED

October 26, 2009

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Thomas P. Hanafan, Mayor

ATTEST:

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Marcia L. Worden, City Clerk



## COUNCIL COMMUNICATION

Department: Public Works Ordinance No. \_\_\_\_\_ First Reading October 26, 2009  
Case/Project No.: FY09-05B-2 Resolution No. 09-310  
Applicant: Greg Reeder, Public Works Director

### SUBJECT/TITLE

Council consideration of a resolution accepting the bid of \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
for the Valley View Extension Project II, #FY09-05E.

### BACKGROUND/DISCUSSION

- On October 22, 2009 bids were received in the office of the City Clerk's as followed:

<u>Division I</u>	<u>Division II</u>	<u>Division III</u>	<u>Division IV</u>	<u>Division VI</u>	
<u>General</u>	<u>Pavement</u>	<u>Storm Sewer</u>	<u>Sanitary Sewer</u>	<u>Traffic</u>	<u>Total</u>

- Valley View Drive was extended from McPherson Avenue to College Road in 2003.
- In 2004, College Road was reconstructed from Mosquito Creek to Valley View Drive extension as well as reconstruction of College Road from Valley View extension east to the college access.
- In 2007-2008 Project I of the current Valley View extension reconstructed College Road from Mosquito Creek to Indian Hills Drive
- Construction of an extension of Valley View Drive would provide a direct connection to the intersection of Hwy 6 and Railroad Ave and would provide access for development of the area north of College Road and west of Iowa Western Community College.
- Relocation of NuStar Petroleum Co. Pipeline by the company has been completed and will be reimbursed by the city.
- A summary of the estimated costs for Project II are as follows:

Right-Of-Way and Legal	\$ 750,000	(complete)
NuStar Petroleum Pipeline Relocation	\$ 372,000	(under construction)
Clearing & Grubbing Contract	\$ 60,000	(complete)
Valley View Extension Project II	\$ 1,290,000	(estimate)
Construction engineering	\$ 150,000	(estimate)
Estimated Total Project Cost	\$ 3,232,000	
- This project FY09-5B2 is in the CIP and will be funded with GO bonds and Sales tax. This is to be constructed in the fall 2009 and Summer of 2010.

- The schedule of Project II is: Set public hearing 9/14/09  
Hold Public Hearing 9/28/09  
Bid Letting 10/22/09  
Award 10/26/09

### **RECOMMENDATION**

Approval of this resolution.

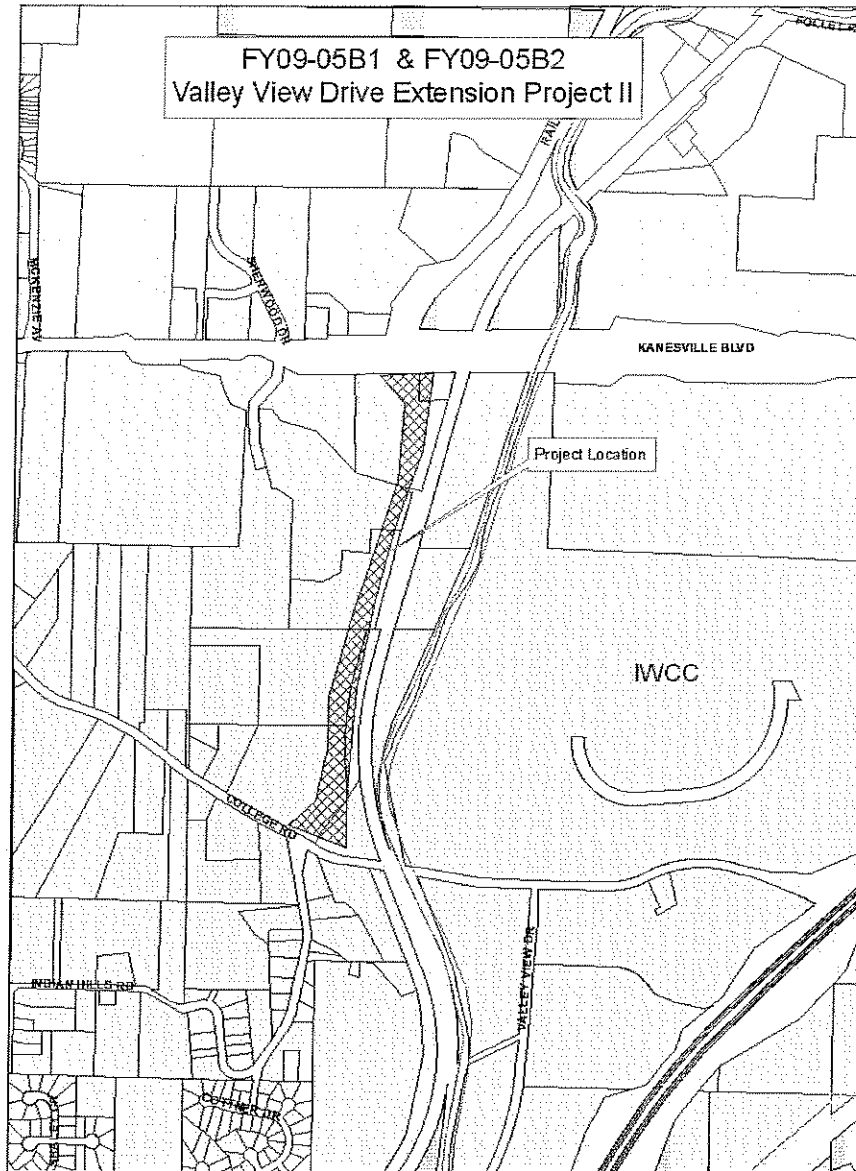
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Greg Reeder, Public Works Director

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The Honorable Thomas P Hanafan, Mayor

FY09-05B1 & FY09-05B2  
Valley View Drive Extension Project II



**RESOLUTION**  
**NO 09-310**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO EXECUTE AN AGREEMENT WITH  
-----FOR THE  
VALLEY VIEW EXTENSION PROJECT II  
FY09-05B2**

WHEREAS, the plans, specifications, and form of contract for the Valley View Extension Project II are on file in the office of the City Clerk; and

WHEREAS, a Notice of Public Hearing was published, as required by law, and a public hearing was held on September 28, 2009 and the plans, specifications and form of contract were approved; and

WHEREAS, has submitted a low bid in the amount of \$ his contract.

**NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA**

That the bid of Construction in the amount of \$ is hereby accepted as the lowest and best bid received for said work; and

**BE IT FURTHER RESOLVED**

That the City Council does hereby award the contract in connection with the Valley View Extension Project II; and

**BE IT FURTHER RESOLVED**

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement with ----- Construction for and on behalf of the City of Council Bluffs, upon approval by the City Attorney of the certificate of insurance and payment and performance bonds as required by the contract specifications.

ADOPTED  
AND  
APPROVED

October 26, 2009

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Thomas P. Hanafan, Mayor

ATTEST:

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Marcia L. Worden, City Clerk

**Council Communication**

Department: Community Development	Resolution No.: <u>09 - 311</u>	City Council Meeting Date: 10/26/2009
Case/Project No.: N/A		
<b>Subject/Title</b>		
Affordable Housing Assistance Grant Fund Application for the acquisition and rehabilitation of Pine Ridge Apartments proposed by J Development		
<b>Location</b>		
Intersection of Highway 6 and Simms Avenue - 32 Dillman Drive, Council Bluffs, Iowa 51503		
<b>Background/Discussion</b>		
<p><u>Background</u></p> <p>The Iowa Finance Authority (IFA) administers the IJOBS funding and has established the Affordable Housing Assistance Grant Fund Program. Program funds are to be used for the development and preservation of affordable housing for low income people in the state. The City of Council Bluffs is an eligible applicant to receive the Affordable Housing Assistance Grant Funds. J Development is requesting that the City sponsor an application for the acquisition and renovation of the Pine Ridge Apartments located at 32 Dillman Drive.</p> <p><u>Discussion</u></p> <p>Pine Ridge is a 96 unit apartment community originally developed in 1975. The property features (32) 1 bedroom, (40) 2 bedroom, and (24) 3 bedroom units. The property was placed in receivership on August 28, 2007 and was eventually foreclosed upon by the lender (First Savings Bank). Seldin Company was assigned as the Receiver and has continued to manage the property for the lender. At that time, the property was in serious disrepair and many health and safety issues were discovered which required additional investment in order for the property to meet basic building code requirements.</p> <p>J Development proposes to acquire the property and undertake a comprehensive rehabilitation of the apartment community including interior and exterior building renovation, parking areas, drives, and retaining walls. Total costs are estimated at \$7,400,000 and include \$3,400,000 property acquisition, \$3,009,500 rehabilitation \$500,000 developer fee, \$200,000 reserves, and \$290,500 other costs. Funding from the IJOBS Affordable Housing Assistance Grant Fund Program in the amount of \$2,400,000 is proposed. A completed application is attached for your consideration. Other funding would include private debt, deferred fees, enterprise zone tax incentive equity, and urban renewal assistance. If approved, the application will require subsequent city council actions on the establishment of urban renewal and enterprise zone areas.</p>		
<b>Staff Recommendation</b>		
The Community Development Department recommends City Council adopt resolutions authorizing the Mayor to execute and submit an application to the Iowa Finance Authority for IJOBS Affordable Housing Assistance Grant Fund Program for acquisition and rehabilitation of Pine Ridge Apartments.		

Submitted by: Donald D. Gross, Director, Community Development Department



## Affordable Housing Assistance Grant Fund Application

**Submit completed application to:**

Terri Rosonke, Housing Iowa Development Specialist  
Iowa Finance Authority  
2015 Grand Avenue  
Des Moines, IA 50312

Phone: 515.725.4956 or 800.432.7230

Fax: 515.725.4901

Email: [terri.rosonke@iowa.gov](mailto:terri.rosonke@iowa.gov)

[www.IowaFinanceAuthority.gov](http://www.IowaFinanceAuthority.gov)

**FOR IFA USE ONLY**

Application #: \_\_\_\_\_

Date Received: \_\_\_\_\_

Award Amount: \_\_\_\_\_

Applications for the **Affordable Housing Assistance Grant Fund** may be submitted to the Iowa Finance Authority (IFA) office at the address listed above on an open-window basis until all available moneys have been exhausted. The applicant must submit one original application submission package on letter-size paper. No applications will be accepted by fax or e-mail.

In accordance with Iowa Code section 16.187, an Affordable Housing Assistance Grant Fund (the "Fund") is held within the IFA. The moneys in the Fund are to be used for grants for housing for certain elderly, disabled, and low-income persons and public servants in professions meeting critical skill shortages in the state, to assist communities in providing safe and affordable housing for the general welfare and security of the citizens of the state.

Prior to completing this application, please refer to the Allocation Plan for the Affordable Housing Assistance Grant Fund Program dated June 2009 (the "Allocation Plan") for all rules and definitions governing the program. The Allocation Plan is available on the IFA web site at [www.IowaFinanceAuthority.gov](http://www.IowaFinanceAuthority.gov) under the I-JOBS information link.

### Program Guidelines and Threshold Requirements

Applicants for funding should refer to the Allocation Plan for all program guidelines and threshold requirements. To pass threshold, the applicant must complete the application in its entirety, including all exhibits and attachments, and meet all criteria specified in the Allocation Plan. IFA will review all application submissions to determine whether threshold has been met.

### Threshold Criteria and Corresponding Exhibits

Need for Housing in the Community: Exhibit #2

Impact of Project: Exhibit #3

Financial Feasibility and Overall Feasibility of Project: Exhibit #4 and Attachments #1 and #2

Leveraging and Partners in Project: Exhibit #5

Administrative Capacity: Exhibit #6

Timeline: Exhibit #7

## Section 2 PROJECT INFORMATION

### Section 2a

Amount of Affordable Housing Assistance Grant Fund award requested: \$2,400,000  
See Allocation Plan, Section 3 for minimum and maximum application amounts.

Project Name: Pine Ridge Apartments  
Project Address: 32 Dillman Drive  
City: Council Bluffs  
County: Pottawattamie  
Project Type: ☒ Rental ☐ Owner-occupied

### Section 2b

Population(s) to be served (check all that apply):

All households served must be Eligible Recipients as defined in the Allocation Plan, Section 1.5.

- ☐ Elderly  
☐ Persons with a Disability  
☒ Families

For purposes of program administration, the applicant will use the following income limits for Eligible Recipients as published annually by the agency specified below (select one):

- ☒ Rental Project: 80% of the county median income limit – HUD  
☐ Rental Project: 80% of the statewide median income limit – HUD  
☐ Rental Project LIHTC: 30% of the applicable LIHTC income limit – IFA  
☐ Owner-occupied Project: 80% of the greater of MRB/HUD income limits – IFA  
☐ Owner-occupied Project: 80% of the county median income limit – HUD  
☐ Owner-occupied Project: 80% of the statewide median income limit – HUD

Eligible Use (select one):

- ☐ New construction of affordable housing for Eligible Recipients  
☐ Acquisition of housing property and rehabilitation to provide affordable housing for Eligible Recipients  
☐ Rehabilitation or home modification to provide for increased Accessibility in existing single-family or multifamily housing units serving Eligible Recipients  
☒ Rehabilitation of existing affordable rental housing units for Eligible Recipients  
☐ Homebuyer assistance for down payment, closing cost, and/or minor repair expenses for Eligible Recipients meeting the income requirements of the Fund who are employed full-time in one of the following public servants professions meeting critical skill shortages in the state: nurses, teachers (kindergarten through 12<sup>th</sup> grade), police officers, and firefighters  
If this eligible use is selected, identify professions to be served:  
☐ nurses  
☐ teachers (kindergarten through 12<sup>th</sup> grade)  
☐ police officers  
☐ firefighters

Will any award from the Fund be used in combination with the Low-Income Housing Tax Credit (LIHTC) Program? ☐ Yes ☒ No

If yes, will moneys from the Fund be used only to assist affordable housing units reserved for Eligible Recipients with extremely low incomes at or below 30 percent of the area median income based upon the applicable LIHTC Program income limits for the proposed project?

☐ Yes ☐ No ☒ Not applicable

### Affordable Housing Assistance Grant Fund Application Form

The application is a protected form document, with entry allowed only in certain fields. Please type your complete response to each question in the answer fields provided, using as much space as necessary. Use the tab or up and down arrow keys to move between fields. Click on a check box form field to mark it with an "X" to indicate an affirmative answer. Leave a check box blank to indicate a "no" answer. If you need to unprotect the form to enable spell-check or make necessary format changes, select "Unprotect Document" from the Tools menu and save the document. Important: Do not attempt to unprotect and then re-protect the file since all information previously entered into the form fields will be erased automatically once the application is protected again.

#### **Section 1**

#### **APPLICANT INFORMATION**

Applicant:	City of Council Bluffs
Tax ID Number:	42-6004428
Applicant Type:	City
Address 1:	209 Pearl Street
Address 2:	
City:	Council Bluffs
State:	Iowa
Zip Code:	51503
Phone:	402 - 328 - 4631
Fax:	402 - 328 - 4915
Email:	dgross@councilbluffs-ia.gov

#### Applicant Contact Information

First Name:	Donald
Last Name:	Gross
Title:	Director, Community Development Department
Authorized signer(s):	Thomas P. Hanafan
Title(s):	Mayor



## Section 2c

Provide a narrative description summarizing the proposed project. The narrative should include an explanation of how the project will benefit Eligible Recipients, as defined in the Allocation Plan, and the targeted income levels of Eligible Recipients to be served through the project.

Information about the property:

Pine Ridge is a 96 unit apartment community located at 32 Dillman Drive in Council Bluffs, IA. The property is presently not rent restricted and was originally developed in 1975. Pine Ridge is less than 2 miles from downtown Council Bluffs and faces Kanessville Drive which is a major through street in the city. The community features include:

- (24) 1 bedroom apartments that are 722 square feet
- (8) 1 bedroom apartments that include a den that are 825 square feet
- (40) 2 bedroom apartments that are 900 square feet
- (24) 3 bedroom apartments that are 1,156 square feet

The property is a 3 story walk up design with enclosed hallways. Each apartment home is equipped with a full complement of appliances and includes washer/dryer hookups. Each apartment has central air conditioning and individual forced air gas heat furnaces. The second and third story apartments include decks; a portion of the garden level homes include walk out patios.

The amenities of Pine Ridge include garages, an office/clubhouse and a swimming pool.

History of the Property:

The property was placed in receivership on August 28th of 2007 and was eventually foreclosed upon by the lender (First Savings Bank). Seldin Company was assigned as the Receiver and has continued to manage the property for the lender.

The property was placed into receivership for a multitude of reasons including the following:

- The owner of the property failed to make monthly mortgage deposits as required in their loan documents with the lender.
- The properties physical condition had deteriorated dramatically. The property had historically provided occupancy to families that had tenant based vouchers from the local housing authority. Those families were forced to move from the property because it no longer met the requirements of safe and decent housing.
- The occupancy at the point of the receivership was less than 50%. Of the apartments that were occupied no resident records had been maintained including lease documents, applicants or rent rolls.
- Many apartments were noted as uninhabitable by the city of Council Bluffs due to a lack of maintenance and physical deterioration. The primary issues included water infiltration, mold and plumbing line concerns among others.
- A retaining wall along Kanessville Drive had collapsed along the right of way causing considerable danger for traffic along this busy city street.
- The property was in danger of being condemned by the city if a management or owner change was not made promptly.

Initial activities upon assumption of Receivership:

Upon assumption of management as the receiver Seldin Company gave serious consideration to recommending the property be shut down and the existing residents vacated. The property was in serious dis-repair and many health and safety issues were discovered. Seldin Company worked with the lender and the city of Council Bluffs to determine a scope of work that would be necessary for the property to meet basic building code requirements. The lender agreed to fund those items and the work has progressed to the present. The primary areas of work have included the following:

- To insure water properly moves off the site a series of retaining walls and drain systems were either established or repaired.
- Moisture mediation was completed in apartments representing approx. 20% of the property.
- The retaining wall along Kanessville Drive was replaced.

- The team insured the existing decks were structurally sufficient for occupancy and repaired those were deemed dangerous.
- The parking and drive areas were repaired so vehicles could pass within the property.
- The HVAC systems including the air conditioning and furnace units were inspected and replaced if either posed a danger. In other instances the units were repaired.
- Because of the demand for housing at this location limited repairs or replacement work was completed to put apartments back in service so they could be rented and occupied.
- The plumbing and electrical systems within the facility were inspected and repaired to local building code.

#### Present Operations of Pine Ridge:

Pine Ridge has considerable demand from moderate income housing renters. The demand comes primarily from the location near downtown major employers and hospitals. The property is 85% occupied. The occupancy level is remarkable given the property condition is at the tail end of the market.

First Savings Bank has marketed the property for sale for some time. Prospective purchasers of the property have expressed interest however the remaining deferred maintenance on the site and the lack of operating history has made the property difficult to underwrite for a new lender.

#### The Development Team:

A development team has been created in an effort to re-position Pine Ridge for the community of Council Bluffs. Pine Ridge has been a troubled property and an eyesore for the city now going on 20+ years. The development plan that has been created will successfully house moderate income residents in a community they desire to live at.

The development plan will involve the following components:

- Completion of the exterior moisture issues that exist on the site that are affecting certain parts of the property and buildings
- Replacement of all property windows
- Rebuilding each apartment deck
- Modifications to the exterior building design which may include replacement siding and building entrances
- Security features for the building entrances and exterior lighting packages
- Reforming the site grounds to allow for proper parking ratio's and additional green space for playground and landscape features
- The replacement of the remaining Air Conditioner and Furnace units
- Replacement of building roofs where necessary
- Replacement of appliances, kitchen cabinets, light fixtures and carpentry work in the apartment homes.
- Replacement flooring in apartment homes and common area hallways
- The design of amenities for the use of residents including a business center, fitness center and learning center for the residents which will be housed in the existing clubhouse facility.

The IJOBS funding source provides a unique opportunity to change this property for the residents that reside in it. Absent a sufficient allocation of funds Pine Ridge will continue to languish in the community. The Development team includes the City of Council Bluffs and other non-profit partners.

#### Section 2d

Number of housing units that will be assisted under the total Project Budget provided in Attachment #1:

Homebuyer/Owner-occupied Units:	
Rental Units:	96
Housing for Homeless Persons Units:	0
Total Number of Housing Units:	96

### Section 2e

Is the proposed project identified in an Iowa Great Places agreement, pursuant to Iowa Code 303.3C? ☐ Yes ☒ No

NOTE: If yes, documentation must be provided in Exhibit #1.

### Section 2f

Is the project Ready to Proceed? ☒ Yes ☐ No

*Ready to Proceed is defined as follows: A reasonable ability, as demonstrated in the application timeline, to accomplish the following within three months of signing the award grant agreement: secure firm commitments for all sources of financing identified in the proposed project budget, acquire all real property interests necessary for construction of the project, obtain all necessary governmental approvals, and expend at least 10% of the project's approved development budget and request reimbursement for such project-related expenditures from the Fund. A proposed project must be Ready to Proceed in order for the application to meet threshold for funding.*

Are firm commitments in place for all sources of funds needed to complete the project, with the exception of only this application for the Fund? ☒ Yes ☐ No

If no, describe the anticipated timeline for securing the balance of funds needed to complete the project:

### Section 3 PROJECT BUDGET

The minimum application amount is \$50,000. The total amount requested from the Fund may not exceed 50% of the total project cost as identified in the approved project budget, subject to the following per unit limits. An application for homebuyer assistance under Section 2.4.5 of the Allocation Plan may request no more than \$5,000 from the Fund per eligible homebuyer. No application may request more than \$50,000 from the Fund per eligible affordable housing unit to be assisted through the Fund award.

Total Project Cost\*: \$7,400,000

*\*The grant amount being requested from the Fund cannot exceed 50% of the Total Project Cost.*

- Amount budgeted for Land Acquisition:	\$143,700
- Amount budgeted for Administration:	\$0
- Amount budgeted for Developer Fee:	\$500,000
- Amount budgeted for Builder's Profit:	\$150,000
- Amount budgeted for Capitalized Reserves:	\$200,000

Net Project Cost^: \$6,406,300

*^The grant amount being requested from the Fund cannot exceed the Net Project Cost.*

NOTE: Documentation of financing commitments must be provided in Exhibit #5.

Does the project include long-term affordability measures including one or more other funding sources, as identified in the project budget, incorporating long-term use restrictions and affordability requirements requiring compliance monitoring by a third-party entity, such as on-site compliance visits with file reviews and physical inspections of the property?

☐ Yes ☒ No

If yes, identify the other funding source(s) performing compliance monitoring:

- ☐ Entitlement City
- ☐ HUD
- ☐ Iowa Department of Economic Development

- ☐ Iowa Finance Authority  
☐ USDA Rural Development  
☐ Other:

For a rental project, identify the actual or proposed monthly rent levels for each unit type:

One Bedroom -\$535

Two Bedroom-\$650

Three Bedroom-\$795

For an owner-occupied project, identify the proposed sales prices of each unit type and the homebuyer's anticipated monthly payments, inclusive of all estimated principal, interest, taxes, and insurance:

#### **Section 4**

#### **ADMINISTRATIVE RESTRICTIONS**

Has the applicant ever received an unsatisfactory rating on an IFA program or other local, state, or federal program or ever been debarred from participation at the local, state, or federal funding level for any period of time? ☐ Yes ☒ No

If yes, please explain:

*NOTE: IFA reserves the right to deny funding to an applicant that has failed to comply with program requirements in the administration of any previous project funded by IFA through any of its programs.*

#### **Section 5**

#### **SUMMARY OF REQUIRED EXHIBITS AND ATTACHMENTS**

Please refer to the following pages of this application for a complete list of the required exhibits and attachments. All specified requirements, including Exhibits 1 through 7 and Attachments #1 through #3, must be completed and submitted in the order listed, as applicable to the proposed project. Clearly label each Exhibit or Attachment with a corresponding cover sheet or heading noting the applicable Exhibit or Attachment number.

## ACKNOWLEDGMENT, RELEASE OF INFORMATION AND CERTIFICATION

I acknowledge that I have read and understand the application materials and administrative rules. Further, I give permission to the Iowa Finance Authority (IFA) to perform due diligence, perform credit checks, contact the organization's financial institutions, and perform other related activities necessary for reasonable evaluation of this proposal. I understand that all information submitted relating to this application is a public record. I certify that all representations, warranties, or statements made or furnished in connection with this application are true and correct in all material respects. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring assistance from a state agency or subdivision.

I further agree to coordinate any federal funds with state, local, and private funds and shall avoid any duplication of benefits that would limit or cause the loss of federal funding.

Name: Thomas P. Hanafan  
Title: Mayor

---

Signature

Date:

**Affordable Housing Assistance Grant Fund  
Attachment #1 - Project Budget**

**Applicant Name:**

City of Council Bluffs

**Project Name:**

Pine Ridge

Source of Funding	Amount	Are funds secured? Yes or No	If no, estimated date to be secured?
Affordable Housing Assistance Grant Fund	\$2,400,000	No	12.1.09
Tax Increment Financing	\$1,200,000	Yes	
First Mortgage American National Bank	\$2,900,000	Yes	
Deferred Developer Fee	\$400,000	Yes	
Enterprise Zone Equity	\$200,000	Yes	
Sales Tax Incentive Net Equity	\$300,000	Yes	
<b>TOTAL SOURCES</b>	<b>\$7,400,000</b>		

Use of Funding	Amount
Building Acquisition	\$3,256,300
Land Acquisition	\$143,700
Demolition	
On-site Improvements	
Off-site Improvements	
Rehabilitation	
New Construction	\$2,630,000
Builder's Profit	\$150,000
Permits	\$9,500
Construction Contingency	\$220,000
Soft Cost Contingency	\$13,000
Construction Loan Fee	\$20,000
Construction Loan Interest	\$35,000
Real Estate Taxes	\$98,000
Risk/Liability Insurance	\$35,000
Architect	
Engineer	\$20,000
Attorney	\$10,000
Accounting/Cost Certification	\$4,000
Consultant's Fee	
Administration	
Survey	\$5,000
Archaeological/Environmental	\$5,000
Appraisal	\$3,500
Permanent Loan Fee	\$29,000
Title/Recording	\$13,000
Relocation	
Developer Fee	\$500,000
Administration	
Capitalized Reserves	\$200,000
Other -	
Other -	
Other -	
Other -	
Other -	
Other -	
<b>TOTAL USES</b>	<b>\$7,400,000</b>

*Total sources and uses must be equal.*

# Affordable Housing Assistance Grant Fund

## Attachment #2 - Pro forma

Project Name:

Pine Ridge

Assumptions:

Vacancy Rate Year 1:	10.00%
Stabilized Vacancy Rate Years 2 - 5:	7.00%
Revenue Escalator:	3.00%
Expense Escalator:	4.00%

REVENUE	Historical (if applicable)		Projections				
	Year A	Year B	Year 1	Year 2	Year 3	Year 4	Year 5
Gross Rent Revenue			\$771,000	\$794,130	\$817,954	\$842,493	\$867,767
+ Rental Assistance				\$0	\$0	\$0	\$0
+ Other Income			\$6,500	\$6,695	\$6,896	\$7,103	\$7,316
= Gross Income	\$0	\$0	\$777,500	\$800,825	\$824,850	\$849,595	\$875,083
Less: Vacancy			\$77,100	\$55,589	\$57,257	\$58,974	\$60,744
Net Revenue	\$0	\$0	\$700,400	\$745,236	\$767,593	\$790,621	\$814,339

OPERATING EXPENSES	Year A	Year B	Year 1	Year 2	Year 3	Year 4	Year 5
Advertising			\$8,500	\$8,840	\$9,194	\$9,561	\$9,944
Office/Administration			\$4,300	\$4,472	\$4,651	\$4,837	\$5,030
Telephone			\$2,250	\$2,340	\$2,434	\$2,531	\$2,632
Management Fee			\$36,193	\$37,641	\$39,146	\$40,712	\$42,341
Manager Payroll			\$36,600	\$38,064	\$39,587	\$41,170	\$42,817
Accounting/Audit			\$1,000	\$1,040	\$1,082	\$1,125	\$1,170
Legal			\$500	\$520	\$541	\$562	\$585
Electricity			\$25,000	\$26,000	\$27,040	\$28,122	\$29,246
Gas			\$20,000	\$20,800	\$21,632	\$22,497	\$23,397
Water/Sewer			\$10,000	\$10,400	\$10,816	\$11,249	\$11,699
Waste Removal			\$3,700	\$3,848	\$4,002	\$4,162	\$4,328
Pest Control			\$1,500	\$1,560	\$1,622	\$1,687	\$1,755
Grounds Expense			\$13,250	\$13,780	\$14,331	\$14,904	\$15,501
Snow Removal			\$5,300	\$5,512	\$5,732	\$5,962	\$6,200
Repairs/Maintenance			\$17,050	\$17,732	\$18,441	\$19,179	\$19,946
Elevator Maintenance				\$0	\$0	\$0	\$0
Maintenance Payroll			\$35,000	\$36,400	\$37,856	\$39,370	\$40,945
Supplies			\$3,500	\$3,640	\$3,786	\$3,937	\$4,095
Property Taxes			\$100,000	\$104,000	\$108,160	\$112,486	\$116,986
Insurance			\$30,000	\$31,200	\$32,448	\$33,746	\$35,096
Security			\$1,500	\$1,560	\$1,622	\$1,687	\$1,755
Replacement Reserves			\$33,600	\$34,944	\$36,342	\$37,795	\$39,307
Other - Janitorial and Cleaning			\$15,500	\$16,120	\$16,765	\$17,435	\$18,133
Other -				\$0	\$0	\$0	\$0
Total Operating Expenses	\$0	\$0	\$404,243	\$420,413	\$437,229	\$454,718	\$472,907

Net Operating Income	\$0	\$0	\$296,157	\$324,823	\$330,364	\$335,902	\$341,432
1st Mortgage Debt Service			\$243,247	\$243,247	\$243,247	\$243,247	\$243,247
2nd Mortgage Debt Service							
Other Debt Service -							
Net Cash Flow	\$0	\$0	\$52,910	\$81,576	\$87,117	\$92,655	\$98,185

Debt Coverage Ratio	0.00	0.00	1.22	1.34	1.36	1.38	1.40
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## EXHIBIT 2 Need for Housing in the Community

In April of 2009, the Economic Development Strategic Plan for Council Bluffs set forth goals and objectives to uphold their vision that "Council Bluffs is a dynamic community providing opportunity for business growth and regional vitality". However, the long-term economic success of the entire community depends on several factors such as, a healthy and vibrant downtown, opportunities for decent and affordable housing, and an investment to improve the safety and quality of life for local residents and visitors alike. For purposes of this application, the issue of decent and affordable housing will be addressed

According to the Council Bluffs Action Plan for Fiscal Year 2009, Housing Development is one of four major areas of need, and specifically affordable housing options for persons of low and moderate income. In a recent Market Feasibility Analysis for the Council Bluffs area, as of 2007 the median household income is estimated at \$44,572, which is 7.3 percent lower than the countywide median of \$48,091. Also the 2000 State of the Cities Data Systems: Comprehensive Housing Affordability Strategy (CHAS) identified twenty-five percent or 5,460 of the 21,838 households in Council Bluffs as having cost burdens greater than 30% of their income and/or are overcrowded and/or are without complete kitchen and plumbing facilities.

Pine Ridge at 32 Dillman Drive provides a great opportunity for affordable housing while offering residents accessibility to social, recreational, educational, commercial, healthcare, and other municipal facilities and services. However in a 2007 Market Study, findings questioned whether the property would offer strong competition to surrounding properties due to deferred maintenance and recent damage from flooding. Currently Pine Ridge provides affordable housing for over 130 residents, but 15% of the units remain vacant because needed repairs have been left undone. It is reasonable to assume that if these conditions continue to be ignored that the likelihood of displacing these residents is high, and thus creating greater housing issues like homelessness.

The current economic difficulties of our nation make rental rehabilitation a more economically feasible option than new construction and can in fact pave the way to community revitalization. In July of 2007, HUD introduced their Green Initiative which encourages owners and purchasers of affordable, multifamily properties to rehabilitate and operate their properties using sustainable Green Building principles. Implementing systems and solutions for lowering utility costs, improving indoor air quality, lowering risk of pest infestations, lowering levels of allergens, and reducing risk of mold related illness will allow Pine Ridge to not only benefit its residents but also help Council Bluffs to lower their environmental impact.



The Affordable Housing Grant Fund will be a great fit for this project as it will allow low income residents of all ages to maintain and/or obtain quality, safe, and affordable housing. By providing funding for rehabilitation of Pine Ridge Apartments, residents who live, work, and spend their money locally will see the value in their investments and in turn generate additional money for the community as a whole in categories such as income, payroll, and sales taxes.

Quality of life issues are very important in maintaining the stability of a neighborhood, and thus the community. The proposed project at 32 Dillman Drive has an opportunity to carry out the vision as set forth in Economic Development Strategic Plan for Council Bluffs, and thus enhance the quality of life for local residents and visitors alike.

### Pine Ridge Development Timeline

Partnership Created	Oct-09
Financing Secured	Oct-09
Site Control/Warranty Deed	Jan-10
Renovation Plans Finalized	Jan-10
Construction Financing Executed	Feb-10
Construction Contracts Signed	1-Mar
Site Preparation and 10% Budget Expended	Apr-10
Construction Started	Apr-10
Construction 50% Constructed	Aug-10
Lease Up	Ongoing
Certificate of Occupancy/100 Constructed	Jan-11
Final Lease Up	Feb-11
Cost Certification Complete	Mar-11

**RESOLUTION NO. 09-311**

**RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE IOWA FINANCE AUTHORITY FOR IJOBS AFFORDABLE HOUSING ASSISTANCE GRANT FUND FOR THE REHABILITATION OF APARTMENTS AT 32 DILLMAN DRIVE.**

- WHEREAS,** The Iowa Finance Authority (IFA) administers IJOBS funding and has established the Affordable Housing Assistance Grant Fund Program; and
- WHEREAS,** The Affordable Housing Assistance Grant Funds are to be used for the development and preservation of affordable housing for low income people in the state; and
- WHEREAS,** The City is working with J Development to acquire and undertake a comprehensive rehabilitation of the Pine Ridge Apartments located at 32 Dillman Drive; and
- WHEREAS,** The proposed project is estimated at \$7,400,000 and would require the creation of an enterprise zone and urban renewal area to provide local assistance to the project; and
- WHEREAS,** The rehabilitation of the property is in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA**

That the Mayor is hereby authorized to submit an application to the Iowa Finance Authority for IJOBS Affordable Housing Assistance Grant Fund Program for acquisition and rehabilitation of Pine Ridge Apartments located at 32 Dillman Drive.

ADOPTED  
AND  
APPROVED:

October 26, 2009

\_\_\_\_\_  
Thomas P. Hanafan Mayor

ATTEST: \_\_\_\_\_  
Marcia L. Worden City Clerk

**Council Communication**  
**October 26, 2009 City Council Meeting**

Department: Finance  Case/Project No.: N/A	Ordinance No. Resolution No. <u>09-312</u>	Council Action: <u>10/26/2009</u>
<b>Subject/Title</b>		
Authorizations for the annual appropriation of Economic Development Projects.		
<b>Background/Discussion</b>		
<p><u>Background</u></p> <p>Three economic development projects have annual appropriation clauses in their respective agreements. Every year the City must calculate the TIF rebates and appropriate them to the developers. As long as the City must annually appropriate the fund, only the current year's payment is counted as debt in respect to our debt capacity calculation. In absence of the annual appropriation language, the full amount of TIF rebates would be counted as debt. The three development projects that have this language are Prime Development, LLC and CBIA-LLLP (South Main), Council Bluffs Retirement, LLC (Hawkeye Heights), and Bass Pro projects.</p> <p><u>Discussion</u></p> <p>In the event the City decided not to appropriate a TIF rebate, developers would be unwilling to ever accept this language in the future, and would likely cease further development within the City. The City would then be forced to count as debt the total amount of future rebate grants. I will therefore be strongly recommending that the council approve the annual appropriation resolution.</p>		
<b>Recommendation</b>		
Council approval of the resolution authorizing the annual appropriation of TIF rebates funds.		

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Mayor Signature

**RESOLUTION**

**NO. 09-312**

A resolution authorizing the annual appropriation of TIF rebate grants to Prime Development, LLC, CBIA-LLLP, Council Bluffs Retirement, LLC, and Bass Pro trustee account.

**WHEREAS**, the City of Council Bluffs has entered into development agreements with Prime Development, LLC, CBIA-LLLP, Council Bluffs Retirement, LLC, and Iowa West Foundation to spur development; and,

**WHEREAS**, all four development agreements have requirements of annual appropriation of the TIF rebates; and,

**WHEREAS**, the City of Council Bluffs has budgeted this year for \$6,708 to be paid to Prime Development, \$44,720 to be paid to CBIA-LLLP, \$93,109 to be paid to Council Bluffs Retirement, and \$788,000 to be paid to the Bass Pro trustee; and,

**WHEREAS**, the annual appropriation of the aforementioned TIF rebates is in the best interest of the City:

**NOW, THEREFORE, BE IT RESOLVED**

**BY THE CITY COUNCIL**

**OF THE**

**CITY OF COUNCIL BLUFFS, IOWA:**

That the Finance Director is hereby authorized to make payments up to the budget amounts of \$6,708 to Prime Development, \$44,720 to CBIA-LLLP, \$93,109 to Council Bluffs Retirement, and \$788,000 to the Bass Pro trustee.

Adopted  
And  
Approved

October 26, 2009

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THOMAS P. HANAFAN,

MAYOR

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MARCIA L. WORDEN,

CITY CLERK

## COUNCIL COMMUNICATION

Department: Public Works

Ordinance No. \_\_\_\_\_

Case/Project No.: FY11-17

Resolution No. 09-313

Council Action: 10/26/2009

Applicant Greg Reeder, Public Works Director

### SUBJECT/TITLE

Council consideration of a resolution authorizing the mayor to execute an agreement with HGM & Associates for engineering services in connection with the So. 32<sup>nd</sup> Avenue Storm Sewer 11<sup>th</sup> St. to 7<sup>th</sup> St. FY11-17.

### BACKGROUND/DISCUSSION

- The area south of Interstate I-80/I-29 and west of the South Expressway has no storm sewer.
- This area is served by open ditches and culverts and is a developed light industrial area with several automobile dealerships.
- The area experiences flooding and standing water in the drainage way ditches from moderate to heavy rainfall events
- This project is the second in a three phase plan to serve this area with storm sewer which will close the drainage way ditches and improve and upgrade the area.
- The first phase constructed storm sewer on South 11<sup>th</sup> St. from US Hwy 275 north to I-80.
- This project will be on 32<sup>nd</sup> Avenue from So. 11<sup>th</sup> St. to So. 7<sup>th</sup> St.
- This project is FY11-17 in the CIP and is funded with \$700,000 in G.O. Bonds.
- This project will be constructed in the summer/fall of 2010.

### RECOMMENDATION

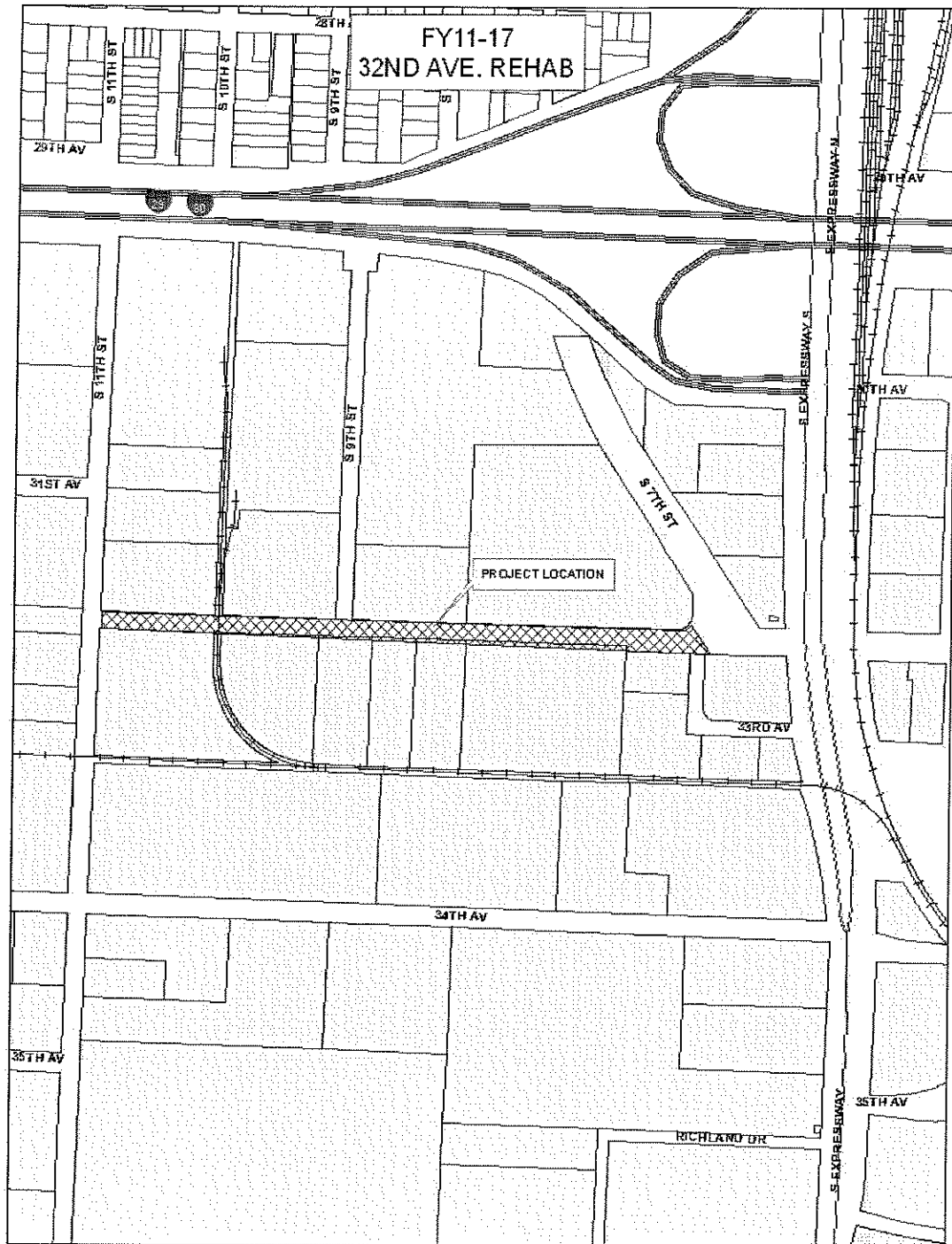
Approval of this resolution.

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Greg Reeder, Public Works Director

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Thomas P. Hanafan, Mayor



## **Contract for Engineering Services**

THIS CONTRACT, executed by the CITY OF COUNCIL BLUFFS, IOWA, FIRST PARTY, hereinafter referred to as the CONTRACTING AUTHORITY; and HGM ASSOCIATES INC., 640 Fifth Avenue, P.O. Box 919, Council Bluffs, Iowa, 51502-0919, SECOND PARTY, hereinafter referred to as the ENGINEER; made this \_\_\_\_ day of \_\_\_\_\_, 2009, in consideration of the mutual covenants hereinafter:

WHEREAS, the CONTRACTING AUTHORITY proposes to make the following improvements described as:

**32<sup>ND</sup> AVENUE STORM SEWER  
CITY OF COUNCIL BLUFFS, IOWA  
PROJECT NO. FY 11-17**

WHEREAS, the CONTRACTING AUTHORITY desires to employ the ENGINEER to perform General Consulting and Construction Phase Engineering Services for the above designated improvement program as described in the following general Scope of Services:

**I. Scope of Services:**

- A. Meet with the CONTRACTING AUTHORITY to define the project and to prepare a detailed scope of services for the project.
- B. Conduct a topographic survey of defined project area in sufficient detail to prepare construction plans.
- C. Prepare plans and specifications for the construction of the project improvements. There will be two phases to this service, a preliminary design phase and a final design phase.
- D. Provide bid phase services as follows: preparation of final opinion of probable cost; distribution of bid documents, plans and specifications; attend letting; check and tabulate bids; and prepare letter of recommendation regarding award of construction contract for improvements.
- E. Provide engineering services during construction phase including part-time construction observation to allow the ENGINEER to prepare a statement that improvements have been completed in substantial compliance with the plans and specifications. Services will include a project representative, construction contract administration, staking of proposed construction improvements and the preparation of record drawings at the completion of construction.



- F. Provide project management services including coordination of other subconsultants or consulting services as directed by the CONTRACTING AUTHORITY.
- G. Additional services, as authorized in writing by the CONTRACTING AUTHORITY, requiring the use of other subconsultants or commercial testing laboratories.
- H. Prepare, as authorized in writing by the CONTRACTING AUTHORITY, right-of-way plats and descriptions, easement descriptions, outside permits and special assessments.

WHEREAS, the ENGINEER desires to accept the said employment under the terms and conditions hereinafter outlined.

NOW, THEREFORE, IT IS AGREED AND STIPULATED by and between the parties hereto as follows:

**II. Terms and Conditions:**

- A. The ENGINEER agrees to:
  - 1. Provide all office and field equipment and supplies to perform such duties designated in the scope of services.
  - 2. Provide, in addition to his own professional services, the necessary personnel to perform such duties as shall be designated by the CONTRACTING AUTHORITY and to act under the direction of said authority.
- B. The CONTRACTING AUTHORITY agrees to employ and pay the ENGINEER under the following terms and conditions:
  - 1. For items I.A. and I.F. of the scope of services, the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll costs times 2.15 with a negotiated "not to exceed" maximum amount.
  - 2. For items I.B., I.C., and I.D. of the scope of services, the fees will be a negotiated lump sum amount for each of these services.
  - 3. For item I.E. of the scope of services, the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.15 with negotiated maximum amount based on a percent (%) of the *averaged construction cost amount*. The *averaged construction cost amount* shall be equal to the average amount of the bid amount of the two (2) low bidders.

4. For item I.G. the fee will be the actual cost as billed by the subconsultant or commercial testing laboratory.
5. For item I.H. the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.15.
6. For additional services performed by the ENGINEER as authorized in writing by the CONTRACTING AUTHORITY the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.15.
7. All engineering and related fees will be billed on a monthly basis for services rendered during the specific period.
8. The payroll cost used as a basis for payment shall mean the salaries and wages paid to principals and employees engaged directly on the project, including--but not limited to -- engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical personnel, stenographers, typists, and clerks; plus the cost of fringe benefits including -- but not limited to -- social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. The payroll cost will be determined by multiplying actual payroll times 1.30.

C. GENERAL CONDITIONS:

1. Ownership of Documents:

Both parties agree that the ownership of documents prepared by the ENGINEER at the direction of the CONTRACTING AUTHORITY, including specifications, drawings, maps, plats, and other related documents, shall be and remain property of the CONTRACTING AUTHORITY; and further, that such right in the CONTRACTING AUTHORITY shall not preclude the right of the ENGINEER to make and retain copies of same, to which copies ENGINEER shall have full right of ownership.

2. Termination of Agreement:

This agreement, or any portion thereof, may be terminated immediately upon written notice by the CONTRACTING AUTHORITY. In event such Notice of Termination shall be given by the CONTRACTING AUTHORITY, the payment for unbilled Engineering Services for work performed prior to the date of termination shall be determined by multiplying the ENGINEER'S payroll cost times 2.15, plus outside expense.

3. Revision of Completed Documents of Service:

Drafts of documents of service shall be submitted to the CONTRACTING AUTHORITY by the ENGINEER for review and comment. The comments received from the CONTRACTING AUTHORITY and the reviewing agencies shall be incorporated by the ENGINEER prior to submission of the final work product by the ENGINEER. Documents of service revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on documents of service by the CONTRACTING AUTHORITY shall be in writing. In the event there are no comments from the CONTRACTING AUTHORITY or reviewing agencies to be incorporated by the ENGINEER into the final document of service, the CONTRACTING AUTHORITY shall immediately notify the ENGINEER, in writing, that the document of service is considered to constitute "satisfactorily completed and accepted work."

In the event that the document of service prepared by the ENGINEER is found to be inadequate and revision or reworking of the document of service is necessary, the ENGINEER agrees that it shall do such revising without expense to the CONTRACTING AUTHORITY, even though final payment may have been received. The ENGINEER must give immediate attention to these changes so there will be a minimum of delay in the project. Should the CONTRACTING AUTHORITY find it desirable to have previously satisfactorily completed and accepted document of service or parts thereof revised, the ENGINEER shall make such revisions if requested and directed by the CONTRACTING AUTHORITY in writing. This work will be paid for as provided in Section II.B.6.

4. Extra Work/Changes in Scope:

If the ENGINEER is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," the ENGINEER shall promptly notify the CONTRACTING AUTHORITY in writing to that effect. In the event that the CONTRACTING AUTHORITY determines that such work does constitute "Extra Work," the CONTRACTING AUTHORITY shall provide extra compensation to the ENGINEER as provided in Section II.B.6. or at a negotiated lump sum. Unless written approval from the CONTRACTING AUTHORITY for "Extra Work" has been secured in advance from the ENGINEER, no claims will be allowed. However, the CONTRACTING AUTHORITY shall have benefit of the service rendered.

5. Indemnification:

The ENGINEER hereby agrees to indemnify, defend and save harmless the CONTRACTING AUTHORITY, its officers, agents, and employees from and against any and all claims arising out of the negligent acts, errors, or omissions of the ENGINEER, its officers, agents, and employees in the execution of the work specified in this contract.

6. Insurance:

The ENGINEER hereby agrees to obtain and to keep in force during the term of this contract the below-described insurance coverage relating to the work specified under this contract. The ENGINEER will furnish the CONTRACTING AUTHORITY with evidence of such coverage prior to commencing any work under this contract.

Insurance coverage, which the ENGINEER shall obtain and keep in force, is as follows:

- a. Worker's Compensation insurance as required under the laws applicable to the work, and Employer's Liability insurance at a level of \$500,000, which shall cover all of the ENGINEER'S employees engaged in the work.
- b. Automobile Liability insurance covering all automotive equipment used in connection with the work under this contract, with not less than \$1,000,000 bodily injury per occurrence, and property damage insurance with \$500,000 per occurrence and \$1,000,000 aggregate.
- c. Comprehensive General Liability insurance (including contractual, products and completed operations liability insurance) covering work performed under this contract, with not less than \$1,000,000 per occurrence for bodily injury, and property damage insurance with limits of \$500,000 per occurrence and \$1,000,000 aggregate.
- d. Excess Liability insurance of \$1,000,000.

7. Successors and Assigns:

Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF COUNCIL BLUFFS, IOWA \* FIRST PARTY  
CONTRACTING AUTHORITY

By: \_\_\_\_\_  
Mayor: Thomas P. Hanafan

Attest: \_\_\_\_\_  
City Clerk: Marcia L. Worden

HGM ASSOCIATES INC. \* SECOND PARTY  
ENGINEER

By: Ronald N. Tekippe  
Ronald N. Tekippe, P.E.  
President

Attest: Terrence L. Smith  
Terrence L. Smith, P.E.  
Project Manager

**RESOLUTION**  
**NO 09-313**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO EXECUTE AN AGREEMENT WITH  
HGM ASSOCIATES FOR ENGINEERING SERVICES  
IN CONNECTION WITH THE  
FY11-17 SO. 32<sup>ND</sup> AVENUE STORM SEWER**

WHEREAS,           the city wishes to make improvements known as the  
So. 32<sup>nd</sup> Avenue Storm Sewer, within the city, as therein  
described; and

WHEREAS,           HGM Associates has submitted an agreement  
to provide engineering services for the work necessary  
for said improvements; and

WHEREAS,           the city council deems approval of said agreement to be  
in the best interest of the City of Council Bluffs.

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA

That the Mayor and City Clerk are hereby authorized and directed to execute an  
agreement with HGM Associates for engineering services relative to the  
So. 32<sup>nd</sup> Avenue Storm Sewer project.

ADOPTED  
AND  
APPROVED

October 26, 2009

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Thomas P. Hanafan, Mayor

ATTEST:

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Marcia L. Worden, City Clerk

**CITY OF COUNCIL BLUFFS  
INTER-OFFICE MEMO**

**DATE:** October 19, 2009  
**TO:** Honorable Thomas P. Hanafan, Mayor  
**FROM:** Linda Andersen, Assistant Director of Finance  
**RE:** Cash Balance Statement – September 30, 2009

---

Pursuant to the Code of Iowa, a monthly receipts and disbursements report shall be filed with the City Council. This report, which includes all City funds, shows the following activity from July 1, 2009 through September 30, 2009:

July 1, 2009 Beginning Cash Balance	\$ 46,930,609.59
Receipts to date	17,910,773.92
Expenditures to date	<u>(31,966,761.31)</u>
<u>September 30, 2009</u> Ending Cash Balance	\$ 32,874,622.20

All detail relative to the above figures is available in the Finance Office. City Council action should be to receive and file this report.

Please note that the report presents the prior fiscal year's balance for comparison purposes.

CITY OF COUNCIL BLUFFS  
FUND BALANCES  
WITH COMPARISON TO PRIOR YEAR  
SEPTEMBER 30, 2009

	FUND BALANCE JULY 1, 2009	YEAR-TO-DATE REVENUES	YEAR-TO DATE EXPENDITURES	FUND BALANCE TO DATE	FUND BALANCE SEP 30, 2008
<b><u>GENERAL FUND ( A )</u></b>					
001 GENERAL FUND	3,070,673.10	5,369,809.84	10,193,069.92	(1,752,586.98)	(459,439.48)
002 GENERAL-GAMING	926,960.69	902,093.72	213,880.63	1,615,173.78	1,734,981.00
003 GENERAL-HOTEL/MOTEL TAX	428,500.75	587,412.28	497,857.00	518,056.03	197,436.51
004 GENERAL-TORT & LIABILITY	2,307,452.11	96,147.18	146,113.64	2,257,485.65	1,500,107.03
TOTAL-GENERAL FUNDS	6,733,586.65	6,955,463.02	11,050,921.19	2,638,128.48	2,973,085.06
<b><u>EMERGENCY LEVY FUND ( B )</u></b>					
119 EMERGENCY LEVY	-	30,033.36	30,033.36	-	-
TOTAL-EMERGENCY LEVY FUND	-	30,033.36	30,033.36	-	-
<b><u>ROAD USE TAX ( C )</u></b>					
110 ROAD USE TAX	2,635,262.71	1,747,519.79	1,598,261.37	2,784,521.13	2,598,663.31
TOTAL-ROAD USE TAX FUND	2,635,262.71	1,747,519.79	1,598,261.37	2,784,521.13	2,598,663.31
<b><u>EMPLOYEE BENEFIT FUNDS ( D )</u></b>					
112 FICA & IPERS TAX LEVY	377,932.02	71,957.88	385,254.94	64,634.96	97,694.45
113 CITY INSURANCE - TAX LEVY	777,486.93	245,763.82	1,160,100.19	(136,849.44)	(72,368.65)
114 UNEMPLOYMENT - TAX LEVY	30,755.77	1,106.99	2,756.75	29,106.01	12,650.02
115 WORK COMP - TAX LEVY	63,316.25	48,709.95	115,696.76	(3,670.56)	(164,834.74)
116 FIRE PENSION - TAX LEVY	(1,587.95)	527.29	3,290.25	(4,350.91)	(1,210.43)
117 FIRE/POLICE -410 BENEFITS	1,283,541.39	152,350.38	573,227.44	862,664.33	412,532.03
118 RETIREE -411 BENEFITS	116,572.12	7,489.95	57,148.26	66,913.81	(157,355.92)
TOTAL-EMPLOYEE BENEFIT FUNDS	2,648,016.53	527,906.26	2,297,474.59	878,448.20	127,106.76
<b><u>TAX INCREMENT FINANCING ( F )</u></b>					
126 MADISON LINDBERG TIF	1,494.66	-	-	1,494.66	-
127 MACC 01-1 TIF	1,187,342.87	49,416.97	600,000.00	636,759.84	(77,123.37)
128 S 24TH S OM RD UR	96,028.36	-	48,957.88	47,070.48	35,439.13
129 MANAWA BSNS PRK TIF	-	-	-	-	(16,564.91)
130 BENNETT AVE TIF	3,498.95	7,166.50	-	10,665.45	-
131 W BROADWAY TIF	42,744.78	9,530.33	-	52,275.11	102,099.97
132 DOWNTOWN TIF	138,304.99	7,420.90	-	145,725.89	149,243.69
133 E BROADWAY TIF	-	1,492.94	-	1,492.94	-
134 FEATHERSTONE TIF	-	-	-	-	-
135 METRO CROSSING TIF	-	-	-	-	-
136 PLAYLAND PARK TIF	-	821.80	-	821.80	-
137 OLD AIRPORT UR	-	22,701.67	22,701.67	-	-
138 MARKET PLACE UR	-	226.03	-	226.03	-
137 HAWKEYE HEIGHTS UR	-	-	-	-	-
137 SOUTH MAIN UR	-	346.61	-	346.61	-
TOTAL-TIF FUNDS	1,469,414.61	99,123.75	671,659.55	896,878.81	193,094.51
<b><u>CITY- LOCAL OPTION SALES TX ( G )</u></b>					
121 CITY SALES TAX	9,683,687.01	1,355,515.69	1,437,662.95	9,601,539.75	5,618,184.55
TOTAL-LOCAL OPTION SALES TAX	9,683,687.01	1,355,515.69	1,437,662.95	9,601,539.75	5,618,184.55



CITY OF COUNCIL BLUFFS  
FUND BALANCES  
WITH COMPARISON TO PRIOR YEAR  
SEPTEMBER 30, 2009

	FUND BALANCE JULY 1, 2009	YEAR-TO-DATE REVENUES	YEAR-TO-DATE EXPENDITURES	FUND BALANCE TO DATE	FUND BALANCE SEP 30, 2008
<b><u>COMMUNITY DEVELOPMENT ( H )</u></b>					
145 CD-BLOCK GRANT	(229,941.23)	568,439.44	281,225.87	57,272.34	391,689.88
146 CD-HOME PROGRAM	156,600.00	15,000.00	101,400.00	70,200.00	368,700.00
147 CD-INSTALL LOAN ESCROW	21,837.73	7,264.00	16,286.00	12,815.73	12,725.86
148 CD-NON CAPITAL PROJECTS	88,282.65	73,273.48	29,874.29	131,681.84	-
TOTAL-COMMUNITY DEVELOPMENT	36,779.15	663,976.92	428,786.16	271,969.91	773,115.74
<b><u>SPECIAL DISTRICT FUNDS ( J )</u></b>					
162 LAKE MANAWA SSMID	68,015.13	15,369.78	-	83,384.91	31,396.05
163 MOSQUITO #22 DRAIN DIST	79,153.65	3,991.00	9,919.92	73,224.73	50,378.98
164 SIECK #32 DRAIN DIST	109,797.56	3,267.00	6,501.42	106,563.14	92,001.89
165 WEST LEWIS DRAIN DIST	266,683.42	8,367.00	2,920.79	272,129.63	237,205.92
TOTAL-SPECIAL DISTRICTS	523,649.76	30,994.78	19,342.13	535,302.41	410,982.84
<b><u>SPECIAL REVENUE FUNDS ( K )</u></b>					
167 MISC PROJECTS	1,763,722.52	284,767.70	625,349.39	1,423,140.83	176,833.53
169 LIBR BLDG DONATION	27,733.89	2.67	6,499.55	21,237.01	27,362.56
170 LIBRARY GIFTS & MEM	257,710.27	38,930.23	116,772.54	179,867.96	197,671.37
171 DODGE SOLDIERS TR	134,328.29	12.93	-	134,341.22	132,521.85
172 4TH ST PRKG INVEST	51,963.00	-	-	51,963.00	51,963.00
177 FORFEITED ASSETS	53,782.17	2,621.72	692.08	55,711.81	48,901.20
178 FED FOREFEITED ASSET	-	-	-	-	-
179 POLICE CASH PROPRTY MGT	245.25	373.00	373.00	245.25	245.25
TOTAL-SPECIAL REVENUE FUNDS	2,289,485.39	326,708.25	749,686.56	1,866,507.08	635,498.76
<b><u>FIDUCIARY FUNDS ( L )</u></b>					
950 MUNICIPAL HOUSING	10,000.00	149,257.14	203,931.36	(44,674.22)	(17,846.11)
951 SECTION 8	10,000.00	-	-	10,000.00	10,000.00
952 EMPLOYEE SAVINGS BONDS	87.50	1,806.25	1,750.00	143.75	106.25
TOTAL-FIDUCIARY FUNDS	20,087.50	151,063.39	205,681.36	(34,530.47)	(7,739.86)
<b><u>PERMANENT FUNDS ( M )</u></b>					
500 FAIRVIEW CEM PERP	59,919.73	-	-	59,919.73	59,919.73
TOTAL-PERMANENT FUNDS	59,919.73	-	-	59,919.73	59,919.73
<b><u>DEBT SERVICE ( N )</u></b>					
200 DEBT SERVICE	599,264.24	392,610.42	5,356,541.67	(4,364,667.01)	1,434,269.52
TOTAL-DEBT SERVICE FUND	599,264.24	392,610.42	5,356,541.67	(4,364,667.01)	1,434,269.52

CITY OF COUNCIL BLUFFS  
FUND BALANCES  
WITH COMPARISON TO PRIOR YEAR  
SEPTEMBER 30, 2009

	FUND BALANCE JULY 1, 2009	YEAR-TO-DATE REVENUES	YEAR-TO-DATE EXPENDITURES	FUND BALANCE TO DATE	FUND BALANCE SEP 30, 2008
<u>SEWER RENTAL ( P )</u>					
610 SEWER RNTL-OPER & MAINT	1,895,315.91	1,381,351.07	1,308,847.07	1,967,819.91	1,719,060.56
611 SEWER RNTL-EXT & IMPRV	222,528.85	-	-	222,528.85	147,528.88
612 SEWER RNTL-DEPR/EQUIP	151,694.85	-	28,062.30	123,632.55	107,293.63
613 SEWER RNTL-D/S SNK FD	1,423.07	-	-	1,423.07	107,673.04
614 SEWER CAP PRJS-EXT	1,840,442.41	8,289.31	85,826.25	1,762,905.47	1,901,402.37
615 SEWER CAP PRJS-SRF	-	-	89,825.00	(89,825.00)	-
TOTAL-SEWER RENTAL FUNDS	4,111,405.09	1,389,640.38	1,512,560.62	3,988,484.85	3,982,958.48
<u>REFUSE DISPOSAL ( R )</u>					
670 REFUSE DISPOSAL	852,643.42	1,618,248.76	1,143,870.74	1,327,021.44	1,351,130.56
TOTAL-REFUSE DISPOSAL FUND	852,643.42	1,618,248.76	1,143,870.74	1,327,021.44	1,351,130.56
<u>PARKS FOOD SERVICE ( V )</u>					
685 PARKS FOOD SERVICE	25,716.20	25,338.30	-	51,054.50	-
TOTAL-PARKS FOOD SERV FUND	25,716.20	25,338.30	-	51,054.50	-
<u>INTERNAL SERVICE FUNDS ( X )</u>					
820 INT SERV-IGHCP INS	953,835.86	1,633,723.86	1,638,493.96	949,065.76	954,284.72
821 INT SERV-WK COMP SLF INS	(412,950.92)	-	-	(412,950.92)	(177,551.60)
823 INT SERV-411 BEN (ACTIVE)	436,753.27	-	-	436,753.27	373,437.14
824 INT SERV-PR SINKING	708,798.90	25,664.90	-	734,463.80	641,576.43
825 INT SERV-ARENA CPIMPRV	111,625.14	50,000.00	1,995.00	159,630.14	251,691.37
826 INT SERV-EQUIP DEPR-PW	523,335.25	-	-	523,335.25	361,069.75
TOTAL-INTERNAL SERVICE FUNDS	2,321,397.50	1,709,388.76	1,640,488.96	2,390,297.30	2,404,507.81
<u>CAPITAL PROJECT FUNDS ( Z )</u>					
301 CAP PROJ-MISCELLANEOUS	1,117,997.86	53,247.88	578,330.84	592,914.90	168,431.04
321 CAP PROJ-MISC CD PRJS	(971,703.51)	348,590.24	279,006.92	(902,120.19)	-
302 CAP PROJ-AVE G VIADUCT	2,063,255.65	28,180.76	445,784.43	1,645,651.98	2,470,335.15
309 CAP PROJ-RAILROAD CROSS	47,445.13	-	5,635.47	41,809.66	61,515.01
305 CAP PROJ-GO BOND 05-A	-	-	-	-	3,110.82
306 CAP PROJ-GO BOND 06	(432,698.39)	-	314,220.48	(746,918.87)	(1,086,584.15)
307 CAP PROJ-GO BOND 07-A	2,587,937.16	-	457,673.24	2,130,263.92	4,715,156.12
310 CAP PROJ-EAST BELTWAY	6,314.18	58,438.29	74,756.74	(10,004.27)	87,458.54
311 CAP PRJ-GO BND METRO XNG	-	-	-	-	-
313 - CAP PROJ-GO BOND 08	2,890,979.48	294,320.99	349,667.04	2,835,633.43	4,993,923.31
314 - CAP PROJ-GO BOND 09	5,610,766.54	104,463.93	1,318,714.94	4,396,515.53	-
TOTAL-CAPITAL PROJECT FUNDS	12,920,294.10	887,242.09	3,823,790.10	9,983,746.09	11,413,345.84
TOTAL ALL FUNDS	46,930,609.59	17,910,773.92	31,966,761.31	32,874,622.20	33,968,123.61

**CITY OF COUNCIL BLUFFS  
INTER-OFFICE MEMO**

**DATE:** October 19, 2009  
**TO:** Honorable Thomas P. Hanafan, Mayor  
**FROM:** Linda Andersen, Assistant Finance Director  
**RE:** September 30, 2009 List of Bills

---

The listing of disbursements to Vendors, net payroll and expenditure transfers shows the following information for the month of September 30, 2009:

Disbursements to Vendor	\$ 5,811,688.62
Net Payroll	1,852,709.37
Expenditure Transfers	1,128,534.33
Void Checks –Prior Period	<u>( 97.50)</u>
	\$ 8,792,834.82

The payroll figure above is net payroll. The payroll deduction checks are included on the list and in the vendor disbursements total.

All detail relative to the above is on file in the Finance Office.

This is routine information to be received and filed by the City Council.

<u>CITY OF COUNCIL BLUFFS</u>			BENNINGTON EQUIP	SUPPLIES	412.50
<u>PAYMENTS TO VENDORS - SEPTEMBER 2009</u>			BESSMER AARON	REFUND	50.00
<u>VENDOR:</u>		<u>AMOUNT:</u>	BETHANY LUTHERAN	REFUND	518.50
A & G COMM CLEANING	CONTRACT	690.00	BIBLIOGRAPHICAL CNTR	SUBSCRPTN	1,095.62
A & L HYDRAULICS INC	EQUIP/PARTS	1,001.77	BILL'S SEWER & DRAIN	CONTRACT	230.00
A PLUS PRINTING	PRINT/BIND	282.00	BILL'S WATER COND	SUPPLIES	84.00
A-TEC RECYCLING	FEES	1,172.58	BIRDSLEY PAULA	REFUND	50.00
AARON DAVID	FEES	389.00	BLACK HILLS IOWA GAS	GAS	7,818.45
AARP HEALTH CARE	REFUND	118.40	BLUE ORVILLE	REFUND	50.00
ABLE LOCKSMITHS	CONTRACT	81.00	BLUE R D CONSTR	CONSTRUCT	137,768.22
ABSTRACT GUARANTY CO	PRF SRVS	1,575.00	BLUFFS ELECTRIC	REPAIRS	111,684.67
ACTION TARGET	EQUIP/PARTS	71.60	BNSF RAILWAY	CONSTRUCT	500.00
ADPI MEDIBANC	CONTRACT	4,115.46	BOOKPAGE	SUBSCRPTN	432.00
ADT SECURITY SERVICE	CONTRACT	443.10	BOTTSFORD LISA	REFUND	50.00
ADVENTURELAND PARK	REIMBURSE	2,448.00	BOUND TO STAY BOUND	SUPPLIES	6,462.97
AETNA U S HEALTHCARE	REFUND	565.60	BOUND TREE	MEDICAL	3,158.62
AFSCME IOWA COUNCIL	EMPE CNTRB	2,224.00	BRANAN WENDY	REFUND	50.00
AIRGAS NORTH CENTRAL	GAS	195.75	BRILLIANCE AUDIO INC	SUPPLIES	577.83
AIU HOLDINGS	REFUND	569.50	BROOKS AMBER	REFUND	50.00
AKSARBEN COMM	REPAIRS	1,075.00	BROTHER MOBILE SOL	SUPPLIES	1,458.00
ALEGENT HEALTH	MEDICAL	444.14	BROWN GLENDA	REFUND	50.00
ALLIED ELECTRONICS	SUPPLIES	479.92	BROWN MARY	REFUND	50.00
ALLIED OIL & SUPPLY	SUPPLIES	1,512.10	BRUGENHEMKE ANN	CONTRACT	50.00
ALLSTATE INSURANCE	INSURANCE	867.00	BTS LABORATORIES	CONTRACT	96.00
ALLTEL	CELL PHONE	157.31	BUCKYS EXPRESS	CONTRACT	441.00
AMERICAN AMBULANCE	CONTRACT	11,231.45	BUFFALO MOON RECORDS	CONTRACT	3,250.00
AMERICAN CLASSIFIEDS	ADVERTISMT	440.00	BURNS LAW FIRM	PRF SRVS	7,483.49
AMERICAN CRANE	CONTRACT	450.00	BUTLER CHERYL NICOLE	REFUND	35.00
AMERICAN PROGRAM	PRF SRVS	17,000.00	C & J INDUSTRIAL	CONTRACT	280.82
ANDERSEN BRUCE	REFUND	50.00	C G JOHNSON BOILER	REPAIRS	41.80
ANDERSEN CONST	CONSTRUCT	124,527.17	C J FUTURES	CONTRACT	3,724.29
ANDERSON EXCAVATING	CONTRACT	16,070.00	CADET CONSTRUCTION	CONSTRUCT	3,645.00
ANDRADE-ESPINOZA	REFUND	6.50	CAMP DRESSER & MCKEE	PRF SRVS	22,584.00
ANNAN WAYNE	REFUND	50.00	CARL JARL LOCKSMITH	SUPPLIES	452.48
AQUA-CHEM INC	SUPPLIES	2,477.94	CARLSON JOAN	REFUND	50.00
ARROW TOWING	CONTRACT	6,480.00	CARLSON RANDALL D	TRAVEL	52.25
ASPEN EQUIPMENT CO	EQUIP/PARTS	427.00	CARPENTER WILLIAM	TRAVEL	23.10
AUTO VALUE-CO BLUFFS	SUPPLIES	120.97	CATHOLIC CHARITIES	REIMBURSE	2,472.32
AVAYA FINANCIAL SERV	TELEPHONE	3,107.30	CCS	CONTRACT	85.00
AVAYA INC	TELEPHONE	2,142.54	CDWG	SUPPLIES	3,260.00
BABBITT SHARON	REIMBURSE	216.99	CEDAR VALLEY CORP	CONTRACT	182,069.68
BABICH GOLDMAN	LEGAL CLAI	10,000.00	CENTER POINT LARGE	SUPPLIES	448.71
BACKSTAGE LIBRARY WK	SUBSCRPTN	500.00	CENTRAL BODY CO INC	REPAIRS	162.50
BAKER & TAYLOR	SUPPLIES	13,056.79	CENTRAL STATES PETRO	FUEL	70,355.74
BANKERS LIFE & CAS	REFUND	123.64	CENTURY ASPHALT	REPAIRS	1,995.00
BARKER LEMAR & ASSOC	PRF SRVS	950.00	CENVEO	PRINT/BIND	2,209.48
BARNES DISTRIBUTION	SUPPLIES	246.46	CFI TIRE SERVICE	SUPPLIES	303.54
BBC AUDIOBOOKS AMER	SUPPLIES	8.00	CHAMPLIN TIRE	CONTRACT	2,640.00
BEE LINE LAWN CARE	CONTRACT	891.00	CHRIST FOR THE CITY	TRAINING	50.00

CIT TECHNOLOGY	EQUIP/PARTS	199.00	DONALDSON BETTY	REFUND	50.00
CITY OF BELLEVUE	TRAINING	100.00	DONER WENDY	REFUND	150.00
CITY OF CO BLFS FLEX	EMPE CNTRB	10,000.00	DOSTALS CONSTRUCTION	CONSTRUCT	10,215.00
CITY OF OMAHA	CONTRACT	10,900.00	DOUGLAS COUNTY SHERF	TRAINING	75.00
CLAREY'S SAFETY	SUPPLIES	1,683.41	DREWS VICKI	REFUND	50.00
CLEAR TITLE & ABSTRA	PRF SRVS	475.00	ECHO ELECTRIC	SUPPLIES	1,086.27
CLERK OF DISTR COURT	EMPE CNTRB	417.10	EFTPS	EMP TAXES	416,408.09
CLIF'S OUTDOOR	EQUIP/PARTS	222.00	EHRHART GRIFFIN	PRF SRVS	61,531.80
COASTAL TRAINING	TRAINING	2,011.57	EICHACKER BRIGITTE	REFUND	50.00
COHOE BUSINESS	CONTRACT	182.00	ELECTRIC PUMP	EQUIP/PARTS	1,100.00
COHRON READY MIX	SUPPLIES	38,921.93	EMPLOYEE BENEFIT SYS	INSURANCE	553,470.90
COLLECTION SERVICES	EMPE CNTRB	11,128.36	ENDRESS + HAUSER	SUPPLIES	913.06
COMM WORKERS OF AM	EMPE CNTRB	1,191.52	ENGLER JOHN P PH D	PRF SRVS	2,156.25
COMMUNITY HOUSING	PRF SRVS	27,500.00	ERIKSEN CONSTRUCTION	CONSTRUCT	22,271.92
COMPLIANCE TESTING	CONSULTANT	300.00	EXCEL PHYSICAL THERA	PRF SRVS	100.00
CONQUER DIAMONDS	SUPPLIES	941.00	FAMILY HOUSING ADV	REIMBURSE	2,626.03
CONTINENTAL ALARM	CONTRACT	2,722.52	FARM SERVICE COMPANY	FUEL	5,160.28
CONTINENTAL RESEARCH	SUPPLIES	271.87	FASTENAL CORPORATION	SUPPLIES	767.62
CONTROL MANAGEMENT	SUPPLIES	55.00	FCX PERFORMANCE	SUPPLIES	103.16
COOKE J P COMPANY	SUPPLIES	27.73	FEDERAL RESERVE BANK	BANK SERVS	500.00
COULTHARD G WILLIAM	PROPERTY	4,000.00	FEDEX	FRT/POSTGE	110.69
COUNCIL BLUFFS CHMBR	CONTRACT	132,500.00	FELD EQUIPMENT CO	EQUIP/PARTS	4,528.00
COUNCIL BLUFFS ONLNE	CONTRACT	720.00	FIRE ENGINEERING	SUBSCRPTN	203.70
COUNCIL BLUFFS WATER	WATER	12,329.06	FIREPLACE SERVICES	CONTRACT	2,718.75
COUNCIL BLUFFS WINNL	SUPPLIES	1,473.53	FIRST NATIONAL BANK	SUPPLIES	642,938.18
COX COMMUNICATIONS	INTERNET	6,964.81	FISHER PATTERSON	PRF SRVS	259.00
CREDIT CARD CHARGES	SUPPLIES	2,985.18	FLINT TRADING	SUPPLIES	8,962.72
CSC CREDIT SERVICES	LEASE	50.33	FLOYD FRED	TRAVEL	45.75
CS/SSP INC	PRINT/BIND	701.60	FOUNTAIN PEOPLE	EQUIP/PARTS	2,200.00
CULL CLARK	REFUND	50.00	FOX ENGINEERING	ENGINEERING	79,415.21
CUSTOM AUTO REBUILDR	REPAIRS	2,077.85	FRANGIAMORE DAVID	PRF SRVS	840.00
D & D COMMUNICATIONS	EQUIP/PARTS	97.50	FRENCH TANYA	TRAVEL	36.30
DAILY NONPAREIL	ADVERTISMT	1,921.08	FRIESNER LYNN	TRAVEL	29.50
DALE THOMAS CONST	CONSTRUCT	2,250.00	FRIZZELL SHERI	REFUND	50.00
DANIELSON/TECH SPLY	SUPPLIES	320.00	GALE	SUBSCRPTN	4,204.58
DATA POWER TECH	REPAIRS	570.00	GALLS INCORPORATED	EQUIP/PARTS	37.85
DEDEN HEIDI	REFUND	50.00	GANT MIKE	REFUND	50.00
DELISI PATRICIA	REFUND	39.08	GATES LINDA	CONSULTANT	75.00
DELL MARKETING L P	HRD/SOFTWR	5,194.00	GAYLORD BROTHERS INC	SUPPLIES	184.50
DEMCO INC	SUPPLIES	630.53	GE CAPITAL	LEASE	1,596.72
DENNEY BOB	REFUND	70.00	GENIE PEST CONTROL	CONTRACT	610.00
DENNIS SUPPLY	SUPPLIES	53.22	GIBBS	REPAIRS	263.60
DES MOINES REGISTER	SUBSCRPTN	187.84	GILMORE WANDA	REFUND	442.68
DEX MEDIA EAST	ADVERTISMT	587.60	GIZLER KASEY	TRAVEL	115.00
DIAMOND VOGEL PAINT	SUPPLIES	38.84	GLACKEN AND ASSOCIAT	TRAINING	530.00
DICK DEAN SERVICE	REPAIRS	237.15	GLASS DOCTOR	REPAIRS	379.62
DIVERSE MEDIA INC	SUPPLIES	49.97	GLOBAL ECO SERVICES	CONSULTANT	800.00
DLT SOLUTIONS INC	SUBSCRPTN	327.77	GODBERSEN-SMITH	CONSTRUCT	2,618.23
DODGE PARK PRO SHOP	REFUND	14,922.44	GODFATHER'S PIZZA	SUPPLIES	438.50
DON'S UNIFORM	UNIFORMS	2,462.94	GOODWATER LORETTA	TRAVEL	29.70

GRAHAM BECKI	REFUND	70.00	JEFF'S RIVERSIDE	CONTRACT	97.50
GRAINGER	EQUIP/PARTS	850.28	JENSEN FELICIA	REFUND	50.00
GRESS JILL	REFUND	20.00	JENSEN JEANA	REFUND	50.00
GROSSE-RHODE JERALD	CONTRACT	4,050.00	JENSEN JENNIFER	CONSULTANT	35.00
GRUNWALD MECHANICAL	REPAIRS	8,325.00	JENSEN TIRE COMPANY	SUPPLIES	929.90
HAMILTON SERENA	REFUND	20.00	JEO CONSULTING	CONSULTANT	4,500.00
HANNAN CHAD	REFUND	150.00	JONES KATHRYN	REFUND	50.00
HANNON MARIAN	REFUND	50.00	JONES LIBRARY SALES	CONTRACT	6,030.00
HANSEN C T & SONS	CONTRACT	341.00	JUNGFERMAN CONSTR	REPAIRS	12,287.00
HANSON JEFF	REFUND	20.00	JUSTRITE JANITORIAL	CONTRACT	8,033.56
HANUSA COMPANY	SUPPLIES	581.62	KALAR JUSTIN	REFUND	150.00
HARKIN MELISSA	REFUND	112.00	KATHY'S TREE & STUMP	CONTRACT	400.00
HARTFORD	INSURANCE	100.30	KAYS CUSTOMS	CONTRACT	388.40
HARTLEY LAURA	REFUND	70.00	KDG BROTHERS	CONTRACT	8,467.34
HARTMANN ANNA	TRAVEL	30.78	KENNEDY FAITH	EMPE CNTRB	380.76
HAWKEYE TRUCK EQUIP	EQUIP/PARTS	367.21	KEYSTONE CONVEYOR	EQUIP/PARTS	794.00
HDR ENGINEERING	PRF SRVS	27,406.09	KILBER MARY	REFUND	70.00
HEARTLAND TIRES	SUPPLIES	6,319.91	KJELDGAARD CONST	CONTRACT	11,595.75
HGM ASSOCIATES INC	PRF SRVS	170,049.14	KLEIN MAX	REFUND	50.00
HI-LINE ELECTRICAL	SUPPLIES	104.52	KONICA MINOLTA	LEASE	416.64
HILL ARTHUR W	TRAVEL	194.70	KRAMER BRIANNA	TRAVEL	115.00
HISTORICAL GEN DODGE	CONTRACT	17,500.00	KRUSE DOUGLAS	CLAIMS-LAW	1,450.00
HOLDT SARAH	REFUND	50.00	KUSTOM SIGNALS INC	SUPPLIES	232.00
HONEY CREEK RESOURCE	CONSULTANT	2,082.50	LADDER TECHNOLOGIES	EQUIP/PARTS	55.50
HORACE MANN	REFUND	561.00	LADYBUG LAWN	CONTRACT	3,805.00
HOSE & HANDLING INC	EQUIP/PARTS	549.83	LAKESIDE COUNTRY STR	SUPPLIES	270.00
HUBBARD GEOFFREY	TRAVEL	194.15	LANDSCAPE DESIGNS	CONTRACT	975.00
HUNEY-VAUGHN	COURT COST	808.60	LARSEN RICHARD	CONTRACT	1,750.00
I SOD	CONTRACT	2,540.00	LARSEN SUPPLY CO	SUPPLIES	3,243.66
IA NE SD PRIMA CHPTR	DUES/MBRSH	40.00	LARSON HEATHER	REFUND	50.00
INDOFF INCORPORATED	SUPPLIES	999.06	LATHRUM KENNETH D	PRF SRVS	425.00
INFILCO DEGREMONT	CONSULTANT	1,700.00	LAUGHLIN KATHLEEN	EMPE CNTRB	412.00
INTERNAL MEDICINE	MEDICAL	650.00	LAWRENCE CASEY	REFUND	50.00
INTERSTATE ALL BATRY	SUPPLIES	28.80	LAWSON PRODUCTS	SUPPLIES	716.96
IOWA ASSOC PRF FIRCH	DUES/MBRSH	50.00	LEAZENBY CONSTR	CONSTRUCT	546,548.72
IOWA DEPT NAT RESRC	CONTRACT	7,910.00	LEXINGTON PUBLIC LIB	REFUND	87.50
IOWA DEPT OF AG	CONTRACT	15.00	LEXISNEXIS	SUBSCRPTN	497.00
IOWA DEPT OF REVENUE	EMPE CNTRB	200.00	LIBERTY BANK	BANK SVRS	116,308.03
IOWA DEPT PUB HEALTH	TRAINING	240.00	LIDDICK JANELLE	REFUND	20.00
IOWA LAW ENFORCEMENT	TRAINING	300.00	LIMBO SUMMER	REFUND	50.00
IOWA MUNICIPAL FINC	DUES/MBRSH	100.00	LINWELD	SUPPLIES	971.31
IOWA ONE CALL	CONTRACT	682.80	LOEHR RONALD L	CLAIMS-LAW	111.65
IOWA RURAL WATER	TRAINING	10.00	LOGAN CONTRACTORS	SUPPLIES	259.12
IOWA WASTE SYSTEMS	CONTRACT	39,752.40	LOGIN/IACP NET	SUBSCRPTN	1,300.00
IPERS	RETIREMENT	114,707.20	LORIMOR JEANNIE	REFUND	50.00
IRON MOUNTAIN	CONTRACT	43.76	LUEDER CONSTRUCTION	CONSTRUCT	168,836.82
IVG STORES	EQUIP/PARTS	1,015.44	LYNCH CYNTHIA	TRAVEL	53.00
IWPCA	TRAINING	96.00	M & M LAWN SERVICES	CONTRACT	6,630.93
J C CROSS CO	EQUIP/PARTS	128.62	M & R WELDING	REPAIRS	10.00
JACKSON ANGELA	REFUND	374.00	M F T CONSTRUCTION	CONSTRUCT	106,557.62

MAACO AUTO PAINTING	REPAIRS	235.00	O'KEEFE ELEVATOR	CONTRACT	739.12
MABBITT RAY	REIMBURSE	84.00	O'REILLY AUTO PARTS	SUPPLIES	805.93
MANAWA RUGS	CONTRACT	111.50	OCE' FINANCIAL SERV	CONTRACT	195.00
MANGOLD ENVIRONMENT	CONSULTANT	15.00	OCE' IMAGISTICS INC	LEASE	411.20
MANITENAHK BOOKS	BOOK/PRDCL	126.00	OEHME ANDREA	REFUND	50.00
MARSH KRISI	REFUND	50.00	OFFICE DEPOT SERVICE	SUPPLIES	1,360.58
MARSHALL CAVENDISH	SUPPLIES	117.52	OLSON BROTHERS CONST	CONSTRUCT	3,544.22
MARTIN HOWARD	REFUND	70.00	OMAHA COMPOUND CO	SUPPLIES	568.24
MARTIN'S GREEN THUMB	CONTRACT	105.00	OMAHA DOOR & WINDOW	REPAIRS	156.50
MAX I WALKER UNIFORM	UNIFORMS	1,212.78	OMAHA PNEUMATIC	SUPPLIES	260.88
MCCLELLAND BETTY	REFUND	50.00	OPINION TRIBUNE	ADVERTISMT	53.97
MCCULLOUGH'S TREE	CONTRACT	92,700.00	ORIENTAL TRADING	SUPPLIES	190.53
MCGAFFIN JAMES	REFUND	50.00	OSBORN TREVOR	REFUND	50.00
MCHENRY DEBBIE	REFUND	20.00	PALMER JEREMIAH	REFUND	50.00
MCMULLEN FORD	EQUUP/PARTS	6,316.18	PANGELINA ALDON P	TRAVEL	82.50
MEDICAID	REFUND	199.03	PAPE LINDSAY	FEES	25.00
MEGGERS HAZEL	REFUND	20.00	PAUL GERBER AUTO	CLAIMS-LAW	1,068.40
MERKLEY KATHERINE	MEDICAL	250.00	PAULSON JEFF	CONTRACT	2,550.00
METAL DOOR/HARDWARE	SUPPLIES	203.00	PENGUIN GROUP INC	BOOK/PRDCL	1,121.40
METRO AREA TRANSIT	CONTRACT	93,183.00	PETERBILT	EQUUP/PARTS	376.40
METRO SERVICES	CONTRACT	4,666.16	PETERSEN CAROL	REFUND	50.00
MEYER PHILIP	REFUND	12.00	PETERSEN COURT REP	PRF SRVS	24.30
MICHAEL & ASSOC	REFUND	5.00	PETERSON LINDA	REFUND	128.00
MICHAEL TODD AND CO	EQUUP/PARTS	414.00	PETROLEUM MARKETERS	INSURANCE	750.00
MICROBILT	LEASE	1,200.00	PFEFFER KIRK	REFUND	50.00
MID-AMERICA CENTER	RENTAL EXP	130.00	PGM SERVICE CORP	CONTRACT	4,393.00
MID-AMERICA CLEANING	EQUUP/PARTS	306.00	PHILLIPS REBECCA	REFUND	100.00
MIDAMERICAN ENERGY	ELECTRICTY	161,197.21	PHOENIX E-WASTE	CONTRACT	1,616.50
MIDLAND SCIENTIFIC	SUPPLIES	96.35	PITLOR	REPAIRS	2,644.21
MIDSTATES BANK NA	BANK SERVCS	20,604.14	PITNEY BOWES	EQUUP/PARTS	4,000.00
MIDWEST DISTRIBUTING	LEASE	280.00	PLC LAWN LANDSCAPING	CONTRACT	936.00
MIDWEST GLASS	REPAIRS	2,492.50	POPPY CINDY	REFUND	50.00
MIDWEST RIGHT OF WAY	PRF SRVS	455.00	POTTCO AUDITOR	CONTRACT	4,529.67
MIDWEST TAPE	SUPPLIES	2,262.30	POTTCO CLERK OF COUR	COURT COST	1,048.00
MIDWESTERN EQUIP	EQUUP/PARTS	385.00	POTTCO RECORDER	FEES	391.00
MILLER DEBRA	REIMBURSE	2.14	POTTCO SHERIFF	CONTRACT	104,000.00
MINITEX LIB	SUPPLIES	549.00	POTTCO TREASURER	FEES	14,845.00
MIRPURI AARIT	REFUND	50.00	PRECISION DOOR	REPAIRS	-
MITCHELL AND ASSOC	CONTRACT	2,500.00	PRECISION INDUSTRIES	EQUUP/PARTS	139.60
MONAHAN BARB	REFUND	50.00	PROSECUTING ATTORNEY	BOOK/PRDCL	100.00
MUMM NANCY	REFUND	140.00	PURITAN MANUF	SUPPLIES	636.00
MUNICIPAL CODE CORP	SUBSCRPTN	636.70	QSTAR TECHNOLOGY LLC	EQUUP/PARTS	6,760.00
MUNICIPAL HOUSING	INSURANCE	2,076.84	QWEST	TELEPHONE	12,632.35
NAPA AUTO PARTS	SUPPLIES	5,538.48	R & B FARMS	CONTRACT	5,895.00
NATIONAL CONCRETE	REPAIRS	2,525.00	R L CRAFT COMPANY	REPAIRS	199.50
NATIONAL SAFETY	DUES/MBRSH	710.00	RACOM CORPORATION	EQUUP/PARTS	443.50
NEBR ASSOC POLYGRAPH	TRAINING	140.00	RADLEY FLORENCE	REFUND	82.11
NEIGHBORS RYAN	REFUND	20.00	RAILROAD MANAGEMENT	LEASE	90.75
NEXTEL PARTNERS	CELL PHONE	353.42	RANDOM HOUSE INC	SUPPLIES	472.00
NORTHWEST ADMINIST	REFUND	59.20	RECCR	TRAINING	75.00

RECORDED BOOKS INC	SUPPLIES	9,275.65	STATE LIBRARY OF IA	SUBSCRPTN	14.00
RED RIVER SERVICE	CONTRACT	209,930.97	STATON ANDREA	REFUND	50.00
REGAL ADVERTISING	SUPPLIES	2,176.63	STOLZ RACHEL	TRAVEL	62.10
REGENT BOOK CO	SUPPLIES	48.14	STRAUSE AMANDA	REFUND	20.00
REIMERS STARLA	REFUND	15.00	STROMBERG	HRD/SOFTWR	13,431.39
RETIKIS MICHELLE	REFUND	150.00	STRUYK TURF MAINT	CONTRACT	5,892.00
REXCO EQUIPMENT	EQUIP/PARTS	748.85	SUGGITT SANDRA	REFUND	50.00
RHODEN AUTO CENTER	REIMBURSE	29,530.00	SUNSHINE VETERINARY	MEDICAL	533.70
RICHARDSON CONNIE	REFUND	100.00	SW COMM COLLEGE	CONTRACT	60.00
RICHARDSON-WATTS	CONTRACT	45.00	TAMMS GEORGIA	REFUND	50.00
RIVER CITY BARRICADE	CONTRACT	240.00	TAYLOR PLASTICS	REPAIRS	325.00
RIVER CITY PAINTING	CONTRACT	4,850.00	TED'S MOWER SALES	EQUIP/PARTS	422.19
ROCKMILLS ENT	EQUIP/PARTS	4,468.30	TESTAMERICA	PRF SRVS	875.70
ROGERS STEVEN	REFUND	20.00	TG TECHNICAL SERVICE	REPAIRS	437.50
ROJAM MACHINE	REPAIRS	95.00	THEALL LORRAINE	BOOK/PRDCL	14.99
ROSE EQUIPMENT INC	EQUIP/PARTS	137.58	THERMO KING	SUPPLIES	673.09
ROSENBERG BUILDERS	CONSTRUCT	14,946.00	THIELE GEOTECH INC	PRF SRVS	7,094.00
ROSTERMUNDT KENNETH	CONSTRUCT	3,360.00	THORSON JOANNA	REFUND	50.00
RUCKMAN TASHA	REFUND	50.00	THURMAN JENNIFER	CLAIMS-LAW	444.00
RUETERS RED POWER	SUPPLIES	2,140.81	TODCO BARRICADE	RENTAL EXP	445.00
SAITTA BETH	REFUND	100.00	TREAS STATE OF IOWA	SALES TAX	8,681.00
SAM'S CLUB	SUPPLIES	233.21	TREASURER-SALES TAX	SALES TAX	457.15
SANDAU BROS SIGN CO	CONTRACT	2,400.00	TREAT AMERICA FOOD	CONTRACT	3,849.50
SANOFI PASTEUR INC	MEDICAL	1,080.01	TRICARE	REFUND	528.98
SCHEMMER ASSOCIATES	CONSULTANT	49,694.94	TRIPP SANDRA	REFUND	50.00
SCHILDBERG CONSTRUC	SUPPLIES	2,781.67	TRUCK INDEX	SUBSCRPTN	80.00
SEACOAST MEDICAL	MEDICAL	2,851.50	TURF CARS LTD	EQUIP/PARTS	2,403.00
SEARLE PETROLEUM	SUPPLIES	119.57	TURFWERKS LLC	EQUIP/PARTS	966.18
SECURITY EQUIPMENT	CONTRACT	237.50	TURNER TIMOTHY	CONTRACT	389.00
SHEA DECORATING	REPAIRS	15,368.25	U S ASPHALT	SUPPLIES	7,762.32
SHERBONDY'S	CONTRACT	24.95	ULVERSCROFT LARGE PR	SUPPLIES	35.98
SHIRT FACTORY	UNIFORMS	3,200.00	UNDERWRITERS LAB	CONTRACT	1,536.80
SHOWCASES	SUPPLIES	124.20	UNITED CREDIT UNION	EMPE CNTRB	52,389.00
SILVERSTONE RISK SRV	INSURANCE	6,456.00	UNITED HEALTHCARE	REFUND	339.56
SIMPLEX GRINNELL	PRF SRVS	348.00	UNITED PARCEL SERV	FRT/POSTGE	40.98
SKARSHAUG TESTING	CONTRACT	235.87	UNITED SEEDS INC	SUPPLIES	3,900.00
SMITH CARI	REFUND	100.00	UNITED STATES POST	FRT/POSTGE	185.00
SMITH JEREMY	CONTRACT	60.00	UNITED WAY MIDLANDS	EMPE CNTRB	373.00
SNYDER & ASSOCIATES	PRF SRVS	13,955.20	UNIVERSITY OF IOWA	PRF SRVS	577.03
SOCHA LESA	REFUND	50.00	UNIVERSITY OF NEBR	TRAINING	100.00
SOUTHWEST IOWA BAR	TRAINING	60.00	UPS STORE	FRT/POSTGE	10.49
SPEC SHOPPE INC	SUPPLIES	126.80	UPTOWN STAFFING	CONTRACT	96,877.47
ST GERMAINE BLANCHE	REFUND	100.00	US BANK	SUPPLIES	58.72
ST JOHN LUTHERAN CHU	BOOK/PRDCL	40.00	V & V CONSTRUCTION	REPAIRS	9,700.00
ST LUKE'S MED CNTR	MEDICAL	144.00	VAN WALL TURF	EQUIP/PARTS	560.00
STAGEMAN ELLEN	TRAVEL	53.00	VARN'S BODY SHOP	REPAIRS	6,431.70
STANARD & ASSOCIATES	SUPPLIES	36.00	VERIZON WIRELESS	CELL PHONE	2,689.50
STANDARD HEATING	REPAIRS	522.00	VERMEER SALES	EQUIP/PARTS	1,538.00
STANDARD INSURANCE	INSURANCE	5,908.37	VILLALTA WILFREDO	CONTRACT	2,000.00
STAPLES	SUPPLIES	4,068.86	VITAL SUPPORT SYSTEM	SUPPLIES	2,247.66



VM HOIST & CRANE	CONTRACT	32.80	WILLIAMS CHRISTOPHER	REIMBURSE	25.00
VOICE & DATA SYSTEMS	TELEPHONE	558.00	WILSON SONIA	REFUND	50.00
VULCAN INDUSTRIES	SUPPLIES	342.50	WINDHAM PROFESSIONAL	EMPE CNTRB	114.87
WADE RICHARD	TRAVEL	457.00	WINNEBAGO TRANSPORT	INTERNET	90.90
WARNER TIM	REFUND	50.00	WOELLHOF DAN	TRAVEL	28.05
WASTE CONNECTIONS	CONTRACT	5,789.20	WOODHOUSE AUTO	EQUIP/PARTS	131.72
WASTE MANAGEMENT	CONTRACT	1,160.27	ZIMCO SUPPLY COMPANY	SUPPLIES	16,385.05
WATER ENGINEERING	CONTRACT	236.25	2729 WS OMH BR LLC	TIF REBATE	48,957.88
WAY DOUG	CONTRACT	1,895.00	DISBURSEMENTS TO VENDORS		5,811,688.62
WELLMARK/BLUE CROSS	INSURANCE	793.20	NET PAYROLL		1,852,709.37
WELLS SCOTT	REPAIRS	541.07	TRANSFERS		1,128,534.33
WEST POTTAWATTAMIE	TRAINING	300.00	VOID CKS-PRIOR PERIOD		(97.50)
WESTERN ENGINEERING	CONSTRUCT	139,674.52	TOTAL		8,792,834.82
WESTLAKE HARDWARE	SUPPLIES	54.54			
WEYANT REPORTING	PRF SRVS	89.05			

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## Applicant LC0035023, Broadway Joe's, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant: JCB, Inc. (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Broadway Joe's

Address of Premise: 3400 W. Broadway

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 256-2243

Cell / Home Phone: (402) 301-5047

☐ Same Address

Mailing Address: 3400 W. Broadway

Mailing Address Line 2:

City: Council Bluffs

State: Iowa

Zip: 51501

Contact Name: Joe Clark

Phone: (402) 301-5047

Email Address: nebraskajoe@aol.com

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FAX: (515) 261-7375

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## Applicant BC0028639, D & J's Fuel Stop, Council Bluffs

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Name of Applicant: D J J Enterprise, Inc. (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): D & J's Fuel Stop

Address of Premise: 430 S. 35th St. Suite 1

Address Line 2:

City: Council Bluffs

County: Polk/Iowa

Zip: 51501

Business Phone: (712) 328-3028

Cell / Home Phone:

☐ Same Address

Mailing Address: 430 S. 35th St. Suite 1

Mailing Address Line 2:

City: Council Bluffs

State: Iowa

Zip: 51501

Contact Name: David Flavin

Phone: (402) 850-6840

Email Address: dmflavin@aol.com

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FAX: (515) 281-7375

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## Applicant LC\_V\_20355, Hilton Garden Inn Council Bluffs

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Name of Applicant: 23rd Street Hotel Associates, || (S

Name of Business (D/B/A): Hilton Garden Inn Council Bluffs

Address of Premise: 2702 Mid American Dr.

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 309-9000

☐ Same Address

Mailing Address: 2 Quail Creek Circle

Mailing Address Line 2:

City: North Liberty

Zip: 52317

Contact Name: Michelle Schultz

Phone: (319) 626-8343

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## Applicant BC0015147, Kwik Shop #527, Council Bluffs

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Name of Applicant: Kwik Shop, Inc. (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Kwik Shop #527

Address of Premises: 3532 Avenue G

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501-0000

Business Phone: (712) 323-1206

Cell / Home Phone:

☐ Same Address

Mailing Address: 8942 Blondo St. - Rosalind Sells

Mailing Address Line 2:

City: Omaha

State: Nebraska

Zip: 68134-0000

Contact Name: Roz Sells

Phone: (402) 391-1808

Email Address: roz.sells@kwikshop.com

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## Applicant BC\_V\_23759, Lake Manawa Convenience, Council Bluffs

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Name of Applicant: MAJE Inc (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Lake Manawa Convenience

Address of Premise: 1115 Vets Memorial Hwy

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 366-1156

Cell / Home Phone: (402) 871-3022

☐ Same Address

Mailing Address: 1115 Vets Memorial Hwy

Mailing Address Line 2:

City: Council Bluffs

State: Iowa

Zip: 51501

Contact Name: Dennis Huether

Phone: (402) 871-3022

Email Address: dennis.huether@hotmail.com

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### Applicant LE0001285, Target Store T-2454, Council Bluffs

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Name of Applicant: Target Corporation (Sole Proprietorship, Partnership, Corporation, etc.)  
 Name of Business (D/B/A): Target Store T-2454  
 Address of Premise: 3804 Metro Dr  
 Address Line 2:  
 City: Council Bluffs  
 County: Pottawattamie  
 Zip: 51503  
 Business Phone: (712) 309-3380 Cell / Home Phone: (612) 761-5541  
☐ Same Address  
 Mailing Address: 1050 Nicollet Mall, TPN-0910  
 Mailing Address Line 2:  
 City: Minneapolis State: Minnesota  
 Zip: 55403  
 Contact Name: Carol Halmin  
 Phone: (612) 761-1015 Email Address: Carol.Halmin@target.com

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## Applicant LC0005645, V.F.W. Club Corporation, Grenville M. Dodge Post #, Council Bluffs

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Name of Applicant: Veterans Of Foreign Wars Clu (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): V.F.W. Club Corporation, Grenville M. Dodge Post #

Address of Premise: 28 South 25th Street

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501-0000

Business Phone: (712) 322-9681

Cell / Home Phone: (712) 322-8497

☐ Same Address

Mailing Address: 28 South 25th Street

Mailing Address Line 2:

City: Council Bluffs

State: Iowa

Zip: 51501-0000

Contact Name: Gary Herman

Phone: (712) 322-9681

Email Address: lizandgary1978@gmail.com

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**APPLICATION FOR SPECIAL EVENT PERMIT**

Organization/person requesting authorization: VFW Post 737  
Type of Event: Parade Name of event: Veteran's Day Parade  
Location of event: 1st & Bridg to Courthouse  
Date Set Up 11-07-09 Date Taken Down 11-07-09  
Date(s) Held: 11-07-09 Time(s) Held: 9:00 - 12:00  
Duration of location's use: 3 hrs ?? Duration of Event: 1 hr  
Line up time 9:00- PARADE @ 11:00 AM  
Estimate the number of individuals expected to attend: less than 1,000  
(If a general estimate is not possible, please indicate whether over or under 1,000 persons)

Provisions will need to be made for:

The following will be utilized during the event:

Electricity ☐

Animals ☐

Parking ☐

Food Sales or Concessions ☐

Water ☐

Open fires (other than barbecue) ☐

We (I) also request the assistance of the following City Departments or services:

Police  
Dept & Public Works

Purpose of this assistance:

escort & blocking streets, parking bags

Brief description of event:

Parade

\*\*\*\*\*  
If additional information is needed by any City office, who can be contacted for this information between the hours of 8:00 a.m. and 5:00 p.m. during the next two (2) weeks?

Name NORMA FAARIS

Daytime Phone: 712-325-0139  
402-659-5877

Address 11 Crestwood Dr.

CB

Signature of applicant or representative

Norma Faris

Phone number if different from above

**Applicant's Agreement**

Applicant hereby agrees to hold the City of Council Bluffs, Iowa, its governing bodies, individual departments and members thereof, and all employees of various jurisdictions, free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by the event and any activities related to it.